

December 16, 1966

General Insurance Company of America  
Surety Department  
5455 Wilshire Boulevard, Suite 1806  
Los Angeles, California 90036

Attention: Mr. Charles L. Hezmalhalch

Gentlemen:

We have your letter of December 9, 1966 concerning your Bond No. 308846 issued in connection with Harbor Area Lease No. 1615 covering harbor area in front of Lot 6, Section 11, Township 24 North, Range 1 East, W.M., Bremerton, Washington.

Liability under said bond terminated as of October 28, 1966.

Yours very truly,

BERT L. COLE  
Commissioner of Public Lands

By M. E. BOWLER, P. E., Supervisor  
Civil Engineering Division

MEB:ps  
H. A. 1658  
H. A. 2027

17-20-66  
AS

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BERT L. COLE, Commissioner of Public Lands

\*\*\*\*\*

In re: Approval of Assignment of  
Harbor Area Lease No. 1615 covering  
certain Harbor Area in Kitsap County

ORDER

\*\*\*\*\*

It appearing to the Commissioner of Public Lands that an assignment dated June 8, 1966, has been presented wherein Tidewater Oil Company, formerly Tide Water Associated Oil Company, assigned and transferred to Phillips Petroleum Company all of its right, title and interest in Harbor Area Lease No. 1615 covering harbor area in front of a portion of Government Lot 6, Section 11, Township 24 North, Range 1 East, W.M., in Kitsap County; and

It further appearing that the assignment is in proper form and the \$5.00 fee for approval of assignment has been paid and the Commissioner being fully advised and believing no good reason exists why such assignment should not be approved, it is therefore

ORDERED and DETERMINED that the assignment of said Harbor Area Lease No. 1615 to Phillips Petroleum Company be and the same is hereby approved.

Dated this 16<sup>th</sup> day of September A. D., 1966.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

By Bert L. Cole  
BERT L. COLE  
Commissioner of Public Lands

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BERT L. COLE, Commissioner of Public Lands

\*\*\*\*\*  
In re: Approval of Assignment of  
Harbor Area Lease No. 1615 covering  
certain Harbor Area in Kitsap County  
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O R D E R

It appearing to the Commissioner of Public Lands that an assignment dated June 8, 1966, has been presented wherein Tidewater Oil Company, formerly Tide Water Associated Oil Company, assigned and transferred to Phillips Petroleum Company all of its right, title and interest in Harbor Area Lease No. 1615 covering harbor area in front of a portion of Government Lot 6, Section 11, Township 24 North, Range 1 East, W.M., in Kitsap County; and

It further appearing that the assignment is in proper form and the \$5.00 fee for approval of assignment has been paid and the Commissioner being fully advised and believing no good reason exists why such assignment should not be approved, it is therefore

ORDERED and DETERMINED that the assignment of said Harbor Area Lease No. 1615 to Phillips Petroleum Company be and the same is hereby approved.

Dated this 16<sup>th</sup> day of September A. D., 1966.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

By Bert L. Cole  
BERT L. COLE  
Commissioner of Public Lands

App. No. HA 1658  
CS

FILED READ ip/ll

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

BERT L. COLE  
COMMISSIONER OF PUBLIC LANDS

Port Orchard

**CASH RECEIPT**

Olympia, Washington

Sept 1 19 66

Phillips Petroleum Co.  
P. O. Box 3786  
Seattle, Wash. 98124

Received from:

(16-371-1)

Five and 00/100-----

Dollars \$ 5.08

TO BE PLACED  
TO CREDIT OF:

☐ STATE  
TREASURY  
FUND

NO

☐ LOCAL  
FUND

995

NO

SOURCE DISTRIBUTION

SOURCE

995

SUB SOURCE

001

COUNTY

DEPARTMENT OF NATURAL RESOURCES

BY

CASHIER

CASH RECEIPT NO.

39098

Payment of assignment fee on Asp. No. HA 1658

APPLIED  
\$5.00  
OCT. 23. 1969

*(Signature)*

RECEIPT OF THESE MONIES DOES NOT CONSTITUTE A WAIVER OR MODIFICATION OF ANY CONTRACTUAL OR OTHER RIGHTS OF THE STATE OF WASHINGTON.



**PHILLIPS PETROLEUM COMPANY**

P.O. Box 3786  
Seattle, Washington 98124

August 30, 1966

**RECEIVED**

AUG 31 1966

COMMISSIONER OF PUBLIC LANDS

No. \_\_\_\_\_

Department of Natural Resources  
State of Washington  
P. O. Box 168  
Olympia, Washington 98501

Attention: M. E. Bowler, P.E., Supervisor  
Civil Engineering Division

Gentlemen:

We have your letter of August 3, 1966 concerning assignment procedure of Bremerton Harbor Area Lease No. 1615 from Tidewater Oil Company to Phillips Petroleum Company.

Attached hereto in accordance with instructions as contained in subject letter is assignment, executed in triplicate, together with check no. 600621 dated August 23, 1966 in the amount of \$5.00 as fee for approval thereof.

The \$115.00 required for issuance of the new lease (re application no. 2027) to release this harbor area will be forthcoming shortly from our Los Angeles Office. This new Lease should be issued in the name of Phillips Petroleum Company.

Very truly yours,

PHILLIPS PETROLEUM COMPANY

*D. A. Waite, Jr.*

D. A. Waite  
N.W. District Distributor  
Sales Manager

JLE:jk  
Attach.

The Commissioner of Public Lands will not approve or enter any assignment and bond unless this lease is in good standing.  
The assignee must sign. The fee for approval is \$5.00.

## ASSIGNMENT

For and in consideration of the sum of TEN (\$10.00) Dollars, the within lessee hereby assigns, sets over and transfers all of its ~~interest~~ right, title and interest in and to the within lease No. 1615 unto PHILLIPS PETROLEUM COMPANY a Delaware Corporation of Los Angeles, Calif. 90005, and said assignee hereby binds and obligates himself (or themselves) to perform all the conditions and covenants of said lease.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 12th day of August, A. D. 1966

ATTEST:

*W. F. Dunleavy*  
 Assistant Secretary -  
 Tidewater Oil Company

TIDEWATER OIL COMPANY

*Charles R. Brown* [SEAL]  
 Vice President Assignor,

*W. F. Dunleavy* [SEAL]  
 PHILLIPS PETROLEUM COMPANY Assignor,

Assistant to the Vice President Assignee, [SEAL]

Assignee.

STATE OF WASHINGTON

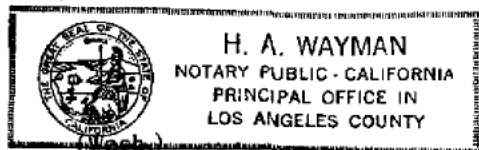
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ss

On this 19th day of August, A.D. 1966, before me personally appeared Charles R. Brown and W. F. DUNLEAVY, to me known to be the Vice President and Assistant Secretary, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument, to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written



*H. A. Wayman*  
 H. A. Wayman

Notary Public in and for the County of Los Angeles  
 State of California My Commission Expires January 21, 1967

...as President and

as Secretary of

the corporation named in the within and foregoing assignment; and the said

acknowledged to me then and there, that as such President of said corporation, he signed and subscribed its name to the foregoing as assignor, together with his own name, as its said President, freely and voluntarily and as the free and voluntary act and deed of said corporation.

And the said, as Secretary of said corporation, then and there acknowledged to me that he affixed to said assignment its corporate seal, attested the same and placed thereunto his signature, as its Secretary, freely and voluntarily and as and for the free and voluntary act and deed of said corporation.

Notary Public in and for the State of Washington,

Residing at

STATE OF WASHINGTON, }  
County of \_\_\_\_\_ } ss.

We, \_\_\_\_\_  
of \_\_\_\_\_, as principal \_\_\_\_\_, and we, \_\_\_\_\_

as sureties, all of the State of Washington, County of \_\_\_\_\_, do confess ourselves indebted to the State of Washington in the penal sum of Five Hundred (\$500) Dollars, and to the payment of which we are held and firmly bound, and do by these presents bind ourselves, our and each of our heirs, executors, administrators or assigns, jointly and severally, firmly by these presents.

Sealed with our seals this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_\_

The condition of the above obligation is such that, Whereas, the principal \_\_\_\_\_, in the foregoing bond did enter into a certain lease and contract No. \_\_\_\_\_ with the State of Washington (which is hereto attached and made a part of this instrument, and all the conditions of which are written into and made part of this instrument), whereby the above bounden principal \_\_\_\_\_ has \_\_\_\_\_ leased from the State of Washington the part, lot or parcel of property described in said hereto attached lease and contract, upon all the conditions set up in said lease and contract: Now, therefore, if the said above named lessee \_\_\_\_\_, the principal \_\_\_\_\_ herein, shall well and truly perform all the conditions set up and prescribed in the said lease and contract hereto attached, in all and every part thereof, then this bond shall be considered satisfied and discharged; otherwise it shall have full force and effect.

Signed with our hands and sealed with our seals, this day and year first above written.

\_\_\_\_\_[SEAL]  
\_\_\_\_\_[SEAL]  
\_\_\_\_\_[SEAL]  
\_\_\_\_\_[SEAL]

The foregoing bond and the sureties thereon approved this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

\_\_\_\_\_  
Commissioner of Public Lands.

**TO BE EXECUTED BY SURETIES ONLY**

STATE OF WASHINGTON, }  
County of \_\_\_\_\_ } ss.

being first duly sworn, each for himself, and not one for the other, deposes and says: That he is a citizen of the State of Washington and is not barred by any statute of said State from executing bonds or becoming a surety; that he is one of the persons named in and who executed the foregoing obligation as surety, and that the same is his free and voluntary act and deed for the uses and purposes therein mentioned; that he is worth the sum of \$500.00, over and above all his just debts and liabilities, in separate property situated in said State, and not exempt from sale on execution.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_

RECEIVED  
AUG 21 1966

COMMISSIONER OF PUBLIC LANDS (Assignment and acknowledgment forms on reverse side.)

The Commissioner of Public Lands will not approve or enter any assignment and bond unless this lease is in good standing.  
The assignee must sign. The fee for approval is \$5.00.

## ASSIGNMENT

For and in consideration of the sum of TEN  
 (\$10.00) Dollars, the within lessee hereby assigns, sets over and transfers all of  
~~its~~ right, title and interest in and to the within lease No. 1615 unto  
**PHILLIPS PETROLEUM COMPANY** 4201 Wilshire Boulevard  
a Delaware Corporation Los Angeles, Calif. 90005, and said  
 assignee hereby binds and obligates himself (or themselves) to perform all the conditions and cove-  
 nants of said lease.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 12th day of  
August, A. D. 1966.

ATTEST:

*W. F. Dunleavy*  
 Assistant Secretary -  
 Tidewater Oil Company

**TIDEWATER OIL COMPANY**

*Charles R. Brown* [SEAL]  
 Vice President Assignor.

*W. F. Dunleavy* [SEAL]  
**PHILLIPS PETROLEUM COMPANY** Assignor.

Assistant to the [SEAL]  
 Vice President Assignee.

[SEAL]  
 Assignee.

STATE OF WASHINGTON

STATE OF CALIFORNIA

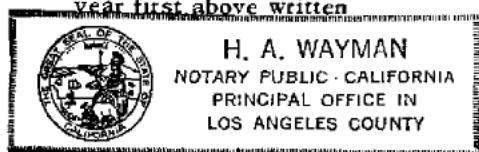
COUNTY OF LOS ANGELES

ss

On this 19<sup>th</sup> day of August, A.D. 1966, before me personally  
 appeared Charles R. Brown and W. F. DUNLEAVY, to me known to be  
 the Vice President and Assistant Secretary, respectively,  
 of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument, to be  
 the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath  
 stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said  
 corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and

year first above written



(Wash.)

*H. A. Wayman*

H. A. Wayman  
 Notary Public in and for the County of Los Angeles  
 State of California My Commission Expires January 21, 1967

as President and

as Secretary of

the corporation named in the within and foregoing assignment; and the said

acknowledged to me then and there, that  
 as such President of said corporation, he signed and subscribed its name to the foregoing as assignor,  
 together with his own name, as its said President, freely and voluntarily and as the free and voluntary  
 act and deed of said corporation.

And the said , as Secretary of said corporation, then  
 and there acknowledged to me that he affixed to said assignment its corporate seal, attested the same and  
 placed thereunto his signature, as its Secretary, freely and voluntarily and as and for the free and volun-  
 tary act and deed of said corporation.

Notary Public in and for the State of Washington,

Residing at



STATE OF WASHINGTON,  
County of..... } ss.

We, .....  
of....., as principal..., and we, .....

as sureties, all of the State of Washington, County of ....., do confess ourselves indebted to the State of Washington in the penal sum of Five Hundred (\$500) Dollars, and to the payment of which we are held and firmly bound, and do by these presents bind ourselves, our and each of our heirs, executors, administrators or assigns, jointly and severally, firmly by these presents.

Sealed with our seals this..... day of....., A. D. 19.....

The condition of the above obligation is such that, Whereas, the principal....., in the foregoing bond did enter into a certain lease and contract No. .... with the State of Washington (which is hereto attached and made a part of this instrument, and all the conditions of which are written into and made part of this instrument), whereby the above bounden principal..... ha..... leased from the State of Washington the part, lot or parcel of property described in said hereto attached lease and contract, upon all the conditions set up in said lease and contract: Now, therefore, if the said above named lessee....., the principal..... herein, shall well and truly perform all the conditions set up and prescribed in the said lease and contract hereto attached, in all and every part thereof, then this bond shall be considered satisfied and discharged; otherwise it shall have full force and effect.

Signed with our hands and sealed with our seals, this day and year first above written.

..... [SEAL]

..... [SEAL]

..... [SEAL]

..... [SEAL]

The foregoing bond and the sureties thereon approved this..... day of....., 19.....

.....  
Commissioner of Public Lands.

#### TO BE EXECUTED BY SURETIES ONLY

STATE OF WASHINGTON,  
County of..... } ss.

.....  
being first duly sworn, each for himself, and not one for the other, deposes and says: That he is a citizen of the State of Washington and is not barred by any statute of said State from executing bonds or becoming a surety; that he is one of the persons named in and who executed the foregoing obligation as surety, and that the same is his free and voluntary act and deed for the uses and purposes therein mentioned; that he is worth the sum of \$500.00, over and above all his just debts and liabilities, in separate property situated in said State, and not exempt from sale on execution.

Subscribed and sworn to before me this..... day of....., A. D. 19.....

RECEIVED  
AUG 31 1966

.....  
Notary Public in and for the State of Washington,

Residing at.....

.....  
ASSIGNMENT AND ACKNOWLEDGMENT FORMS ON REVERSE SIDE.

August 3, 1966

Phillips Petroleum Company  
4201 Wilshire Boulevard  
Los Angeles, California

Attention: Mr. John Getgood, Vice President

Gentlemen:

We have your letter of July 15, 1966 notifying this Department that Phillips Petroleum Company has purchased certain interests of the Tidewater Oil Company including their interest in Harbor Area Lease No. 1615.

Harbor Area Lease No. 1615 was issued May 7, 1956 to Tidewater Oil Company for a period of ten years and covered that portion of the harbor area lying in front of Government Lot 6, Section 11, Township 24 North, Range 1 East, W.M. (Bremerton Tide Lands).

Said Lease No. 1615 expired May 7, 1966 and Tidewater Oil Company filed Application No. 2027 to re-lease the area covered thereby.

Under date of July 18, 1966, we advised Tidewater Oil Company that we would issue a new lease for a period of 10 years from May 7, 1966 at an annual rental based on 6% of the full and true value of the harbor area, as determined by the Kitsap County Assessor.

On that basis, the annual rental would be \$120.00 plus a \$5.00 lease fee, minus the \$10.00 special deposit, making a total payment of \$115.00 required for issuance of the new lease.

Since your Company has acquired the interest of Tidewater, the lease, no doubt, should be issued in your name. In order to accomplish this, an assignment of Lease No. 1615 should be made by Tidewater Oil Company and approved by the Commissioner of Public Lands.

We are enclosing herewith blank forms for use in making such an assignment. Please execute the assignment in triplicate and return to this office, together with a \$5.00 fee for approval thereof.

It will not be necessary to execute the bond form portion of this assignment.

Yours very truly,

MEB:ps  
H.A. 2027 - H.A. 1658  
Enclosure

BERT L. COLE  
Commissioner of Public Lands

By \_\_\_\_\_  
M. E. BOWLER, P.E., Supervisor  
Civil Engineering Division

cc- Tidewater Oil Co.  
P. O. Box 3786  
Seattle, Washington

LEASE NO. 1615 APPLICATION NO. 1658

OLD VALUATION \$2,000 -

OLD RENTAL \$120 -

NEW VALUATION \$2,000 -

NEW RENTAL \$120 -

PERCENTAGE 6%

DUE DATE May 7

1966

4-19-66  
f

PHILLIPS PETROLEUM COMPANY  
 RECAP OF PAYMENT TO PALMER INVESTMENT COMPANY  
 JULY 15 - 31, 1966

RECEIVED  
 SEP - 6 1966

COMMISSIONER OF PUBLIC LANDS  
 NO.

C/T 33

CUSTOMER FULL CODE	PLANT	ACCOUNT NO.	PRODUCT	GALLONAGE	RATE	AMOUNT
6099	008-Seattle	586390	622	22,800.0	\$.0065	\$ 148.20
		586391				
		586400	633	3,231.0	"	21.00
			638	2,692.0	"	17.50
TOTAL SEATTLE				28,723.0	\$.0065	\$ 186.70
6099	009-Tacoma	586392	622	<del>⊖</del>	\$.0065	\$ <del>⊖</del>
			633	<del>⊖</del>	"	<del>⊖</del>
			638	<del>⊖</del>	"	<del>⊖</del>
			TOTAL			
9761	009-Tacoma	176000	622	<del>⊖</del>	\$.0065	\$ <del>⊖</del>
			633	769.0	"	5.00
			638	592.0	"	3.85
			TOTAL			
TOTAL TACOMA				1,361.0	\$.0065	\$ 8.85
GRAND TOTAL				30,084.0	\$.0065	\$ 195.55

RECAP BY PRODUCT

PRODUCT	CODE	GALLONAGE	RATE	AMOUNT
Motor Diesel	622	22,800.0	\$.0065	\$ 148.20
Stove Oil	633	4,000.0	"	26.00
ABO	638	3,284.0	"	21.35
TOTAL		30,084.0	\$.0065	\$ 195.55

Recording Requested by:

When Recorded, Mail to:

Phillips Petroleum Company  
4201 Wilshire Boulevard  
Los Angeles, California 90005

Attention: W. J. Jylkka  
2.112.5

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, TIDEWATER OIL COMPANY, a Delaware corporation (formerly named Tide Water Associated Oil Company, successor in interest to Associated Oil Company), hereinafter called "Assignor", does hereby assign, sell, transfer, set over and convey unto PHILLIPS PETROLEUM COMPANY, a Delaware corporation, hereinafter called "Assignee", its successors and assigns forever, the leasehold estates, property interests, rights, titles and options created by certain leases or other instruments pertaining to real property situate within the

COUNTY OF KITSAP, STATE OF WASHINGTON

said leases or other instruments being more particularly described and listed on Exhibit "A" attached hereto, which is by this reference hereby made a part hereof as though set out herein in full, together with all subleases, contracts and other agreements which may affect or relate to said leaseholds or other property interests and all of Assignor's rights, titles and interests in all buildings, fixtures, equipment and improvements (fixed or movable) located on the respective real properties and all easements, rights of way and other rights, titles and interests appurtenant to such leaseholds or other property interests; and all future rents, issues, profits, revenues, and other income thereof; and any and all options for purchase of the respective real properties or renewal or extension of said leases or other instruments; and all franchises, licenses and permits (which by their nature are assignable) that affect or relate to such leasehold estates or property interests.

Assignor does not warrant title to the leases, rights, titles and interests herein assigned.

Assignee hereby accepts the leases, rights, titles and interests assigned hereby subject to all presently effective subleases, contracts and other agreements, and all easements, rights of way, liens, charges, encumbrances, covenants, conditions and restrictions, if any, which may affect said leases, rights, titles and interests, and Assignee further agrees to be bound by and perform Assignor's obligations under and which relate to any of said leases, rights, titles and interests and which are to be performed from and after the date of this instrument, and Assignor's obligations under any subleases, contracts and other

agreements which may affect or relate to any such leases, rights, titles and interests assigned hereby and which are to be performed from and after the date of this instrument.

This Assignment is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect of said leases, rights, titles and interests or any part thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed in their behalf by their corporate officers thereunto duly authorized and have caused their corporate seals to be affixed this 8th day of JUNE, 1966, in duplicate originals.

TIDEWATER OIL COMPANY

By Schneider Vice President

And E. H. Hansen Secretary

ASSIGNOR

PHILLIPS PETROLEUM COMPANY

By Jim S. [Signature] Vice President

And R. B. Ryan Assistant Secretary

ASSIGNEE

CHECK & APPROVED	
TOC	PFC
<u>[Signature]</u>	<u>[Signature]</u>

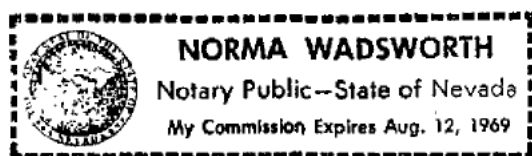
STATE OF NEVADA }  
COUNTY OF CLARK } SS.

On JUN 8 1966 , personally appeared before me

Norma Wadsworth , a notary public in and for  
Clark County, Nevada, CHARLES R. BROWN known to  
me to be the Vice President, and D. H. HERMSEN  
known to me to be the Secretary, of TIDEWATER OIL COMPANY

the corporation that executed the foregoing instrument, and upon oath, did depose that they are the officers of said corporation as above designated; that they are acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and seal.



*Norma Wadsworth*  
Notary Public in and for  
Said County and State

My Commission expires

STATE OF NEVADA }  
COUNTY OF CLARK } SS.

On JUN 8 1966 , personally appeared before me

LUCILLE S. WILDER , a notary public in and for  
Clark County, Nevada, JOHN GETGOOD known to me  
to be the Vice President, and R. S. RYAN known

to me to be the Assistant Secretary of Phillips Petroleum Company, the corporation that executed the foregoing instrument, and upon oath, did depose that they are the officers of said corporation as above designated; that they are acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and seal.

*Lucille S. Wilder*  
Notary Public in and for  
Said County and State

My Commission expires

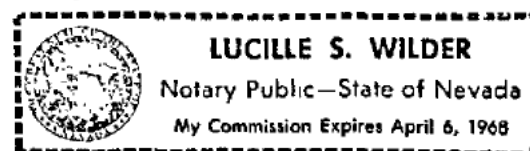


EXHIBIT "A"

ITEM 1 -

BP# 17

LOCATION: Distributing Plant  
CITY AND STATE: Bremerton, Washington

That certain unrecorded Lease dated May 7, 1956 between the STATE OF WASHINGTON, as Lessor, and TIDEWATER OIL COMPANY, a Delaware corporation (formerly named TIDE WATER ASSOCIATED OIL COMPANY), as Lessee, as amended embracing property situated in the County of Kitsap, State of Washington, and being that part of the harbor area in front of the following described property, to-wit:

"Front portion Government Lot 6 (Bremerton Tide Lands) Section 11, Township 24 North, Range 1 East, W.M., and more particularly described as follows:

"THAT portion of the harbor area lying in Front of Lot 6, Section 11, Township 24 North, Range 1 East, W.M. between the easterly line of Waterway No. 4 and the east line of Lot 6 of said Section 11, produced northerly across the harbor area to the outer harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington".



April 5, 1966

**Tidewater Oil Company**  
**P. O. Box 3786**  
**Seattle, Washington**

**Attention: Mr. E. S. Espeseth**  
**Northwest Operations and Engineering Manager**

**Gentlemen:**

Pursuant to your request of April 1, 1966, we are enclosing herewith a xerox copy of the original application form submitted by your company in connection with Application 1658 to lease harbor area in front of a portion of Government Lot 6, Section 11, Township 24 North, Range 1 East, W.M., (Bremerton Tide Lands).

**Yours very truly,**

**BERT L. COLE**  
**Commissioner of Public Lands**

By M. E. BOWLER, P.E., Supervisor  
**Civil Engineering Division**

**MEB:ps**  
**H. A. 1658**  
**Enclosure**

*Application to re-lease  
not received  
4-7-66  
[Signature]*

**Tidewater Oil Company**

P. O. Box 3786  
Seattle, Washington



**RECEIVED**

APR - 4 1966

COMMISSIONER OF PUBLIC LANDS

April 1, 1966

State of Washington  
Department of Natural Resources  
Commissioner of Public Lands  
Box 168  
Olympia, Washington 98501

Attention: Mr. M. E. Bowler, P.E., Supervisor  
Civil Engineering Division

Sir:

We have your letter of March 17, 1966 concerning the procedure to re-lease the harbor area in front of a portion of Government Lot 6, Section 11, Township 24, North, Range 1 East, W.M. (Bremerton Tide Lands).

In researching our files we have found that our copy of the application for lease of Harbor Area that was prepared in 1956 has been misplaced. Would it be possible for you to forward a copy of our 1956 application so that it may be used as a sample in preparing the current application and to also complete our file on this location.

Very truly yours,

TIDEWATER OIL COMPANY

*E. S. Espeseth*

E. S. Espeseth  
NORTHWEST OPERATIONS AND  
ENGINEERING MANAGER

*H.A. 1658*

JLE:jk

March 17, 1966

Tidewater Oil Company  
P. O. Box 3786  
Seattle 24, Washington

Attention: Mr. E. S. Espeseth

Gentlemen:

We have your letter of March 10, 1966 concerning Harbor Area Lease No. 1615 issued to your Company May 7, 1956 for a period of ten years and covering harbor area in front of a portion of Government Lot 6, Section 11, Township 24 North, Range 1 East, W.M. (Bremerton Tide Lands).

Said lease will expire May 6, 1966; however, you may make application to re-lease this area and we are enclosing herewith a blank form for that purpose.

Please fill out the form in full and submit it to this office, together with a \$10.00 special deposit.

In the event that there have been changes in the improvements on your harbor area or you contemplate additional improvements, a new Exhibit "A" should be submitted. However, if there has been no change in those improvements, the former exhibit may be brought forward to apply on your new application.

Yours very truly,

BERT L. COLE  
Commissioner of Public Lands

By M. E. BOWLER, P.E., Supervisor  
Civil Engineering Division

MEB:ps  
Enclosure

HA 1658 - File



**TIDEWATER OIL COMPANY**

P. O. Box 3786  
Seattle, 24, Wash.

March 10, 1966

**RECEIVED**

MAR 11 1966

COMMISSIONER OF PUBLIC LANDS

No. \_\_\_\_\_

Commissioner of Public Lands  
State of Washington  
Olympia, Washington

Sir:


Reference is made to that certain Indenture dated May 7, 1956 between the State of Washington as lessor and Tidewater Associated Oil Company (now known as Tidewater Oil Company) as lessee, covering that portion of Bremerton Tide Lands as described in your Lease No. 1615 bearing the Commissioner of Public Lands Application No. HA-1658. The bond number is indicated as 308846.

The period of the Indenture expires May 6, 1966, but it is our desire to continue our lease of said tide lands. Is it your policy to issue an extension of the present lease or a new lease when a lessee requests continued tenancy beyond the life of the original document?

We respectfully request that you forward the necessary documents with a letter of instruction so that we may continue our lease of said tide lands.

Very truly yours,

TIDEWATER OIL COMPANY

  
E. S. ESPEETH

Northwest District Operations  
and Engineering Manager

JLE:ZM

S.F. 9469

JACKET COPY

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BERT L. COLE  
COMMISSIONER OF PUBLIC LANDS

## CASH RECEIPT

Olympia, Washington

May 21 19 65

Received from: Placer Oil Company  
1201 Wilshire Blvd  
Los Angeles, California

(16-10-1)

One hundred Twenty and 00/100

Dollars \$ 120.00

TO BE PLACED

TO CREDIT OF:

STATE

TREASURY

FUND

NO.

LOCAL

FUND

NO.

## SOURCE DISTRIBUTION

Payment of annual rental of harbor lease

SOURCE

SUB SOURCE

COUNTY

King of

DEPARTMENT OF NATURAL RESOURCES

BY

CASHIER

CASH RECEIPT NO.

23290

RECEIPT OF THESE MONIES DOES NOT CONSTITUTE A WAIVER OR MODIFICATION OF  
ANY CONTRACTUAL OR OTHER RIGHTS OF THE STATE OF WASHINGTON.

February 11, 1964

Tidewater Oil Company  
4201 Wilshire Boulevard  
Los Angeles 5, California

Attention: Mr. Wm. D. Harris  
Real Estate Coordinator

Gentlemen:

We have your further correspondence of February 4, 1964 concerning the transfer by your Company to Humble Oil and Refining Company of Harbor Area Lease No. 1615 issued to your Company May 7, 1956 for a period of 10 years and covering harbor area in front of Lot 6, Section 11, Township 24 North, Range 1 East, W.M., as shown on the official maps of Bremerton Tide Lands.

Pursuant to your request, we are enclosing herewith executed "Consent" form dated January 23, 1964.

It is expressly understood that this "Consent" is executed on the part of the State of Washington for the purpose of expediting the transfer of interests from "Tidewater" to "Humble" and does not obviate the necessity of submitting for the approval of the Commissioner of Public Lands, a formal assignment and bond when the transfer of said interest is consummated.

Yours very truly,

BERT L. COLE, Commissioner

By H. E. BOWLER, Supervisor  
Civil Engineering Division

MEB:ps  
H.A. 1658  
Enclosure

RECEIVED

FEB 7 1964

COMMISSIONER OF PUBLIC LANDS

February 4, 1964

Mr. M. E. Bowler, Supervisor  
Civil Engineering Division  
State of Washington  
Department of Natural Resources  
Box 110  
Olympia, Washington

Dear Mr. Bowler:

Reference is made to your letter of January 31, 1964.

As mentioned in paragraph #2 of your letter we should obtain the written consent of the Commissioner of Public Lands prior to assignment of our interests to Humble Oil and Refining Company.

We would certainly appreciate your reconsidering execution of the original "Consent" form dated January 23, 1964 which provided for the transfer of interest and the assumption of obligation by the assignee.

This request is primarily due to the magnitude of the interests involved, ie 4,000 leasehold and fee properties and approximately 15,000 licenses, subleases, permits, etc., all of which must be assigned on a not-yet-determined date.

Due to the fact we must obtain the consent for said assignment prior to the actual date of transfer, we would appreciate your consideration of our request.

If we may be of further assistance or answer any questions you may have in connection with this matter, please contact the undersigned.

Very truly yours,



Wm. D. Harris  
Real Estate Coordinator  
WEBster 8-2211, Ext. 306  
Room 462

Tidewater Oil Company

RECEIVED

FEB 7 1964

COMMISSIONER OF PUBLIC LANDS

To \_\_\_\_\_



4201 Wilshire Boulevard  
Los Angeles 5, California

February 4, 1964

✓  
Mr. M. E. Bowler, Supervisor  
Civil Engineering Division  
State of Washington  
Department of Natural Resources  
Box 110  
Olympia, Washington.

Dear Mr. Bowler:

Reference is made to your letter of January 31, 1964.

As mentioned in paragraph #2 of your letter we should obtain the written consent of the Commissioner of Public Lands prior to assignment of our interests to Humble Oil and Refining Company.

We would certainly appreciate your reconsidering execution of the original "Consent" form dated January 23, 1964 which provided for the transfer of interest and the assumption of obligation by the assignee.

This request is primarily due to the magnitude of the interests involved, ie 4,000 leasehold and fee properties and approximately 15,000 licenses, subleases, permits, etc., all of which must be assigned on a not-yet-determined date.

Due to the fact we must obtain the consent for said assignment prior to the actual date of transfer, we would appreciate your consideration of our request.

If we may be of further assistance or answer any questions you may have in connection with this matter, please contact the undersigned.

Very truly yours,

Wm. D. Harris  
Real Estate Coordinator  
WEbster 8-2211, Ext. 306  
Room 462



January 31, 1964

Tidewater Oil Company  
4201 Wilshire Boulevard  
Los Angeles 5, California

Attention: Mr. Charles R. Brown

Gentlemen:

We have your letter of January 23, 1964 concerning Harbor Area Lease No. 1615 issued to your Company May 7, 1956 for a period of 10 years and covering harbor area in front of Lot 6, Section 11, Township 24 North, Range 1 East, W.M. between the easterly line of Waterway 14 and the east line of Lot 6 of said Section 11, produced northerly across the harbor area to the outer harbor line, as shown on the official maps of Bremerton Tide Lands, (your bulk plant No. 17).

In order to transfer your interest in this area to Humble Oil and Refining Company, it will be necessary for the Commissioner of Public Lands to approve the assignment thereof.

In this connection, we are enclosing herewith blank forms for use in making such an assignment. Please execute the assignment in full, including the bond form, in triplicate, and return to this office, together with a \$5.00 fee for approval of the assignment.

Upon approval by the Commissioner, the original assignment will be returned for your files.

Yours very truly,

BERT L. COLE, Commissioner

MEB:ps  
H.A. 1658  
Enclosures (3)

By M. E. BOWLER, Supervisor  
Civil Engineering Division

# Tidewater Oil Company



4201 Wilshire Boulevard  
Los Angeles 5, California

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

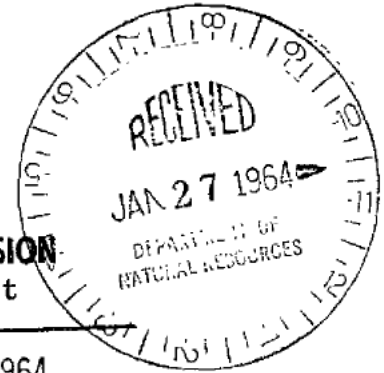
Date: January 23, 1964

State of Washington  
Olympia, Washington  
Attn: Commissioner of Public Lands

Subject: LEASE dated May 7, 1956  
Bulk Plant #17  
Bremerton Distributing Plant  
Bremerton, Washington

**LAND DIVISION**

**SUPERVISOR**



JAN 27 1964

AGRIC.		GEOLOGY	

This letter will confirm news reports that Tidewater Oil Company has agreed to sell to Humble Oil & Refining Company certain of its properties and interests located within its Western Division.

This sale will include the transfer by Tidewater of its interests and/or the assumption by Humble of Tidewater's obligations pursuant to the above referenced contract(s).

While we regret that upon consummation of this sale our business relationship with you under the above referenced contract(s) will terminate, Humble is assuming our obligations under said contract(s) and we are certain you will find Humble to be an able, efficient and forward-looking marketer who will conduct operations in a manner thoroughly satisfactory to you. Humble is one of the nation's major oil companies and one of the leading manufacturers and marketers of petroleum products.

As the terms of the contract(s) to which you are a party, require your consent before such transfer and assumption can be effectuated, we would appreciate your signifying such consent by dating, signing and returning the duplicate copy of this letter in the enclosed postage prepaid envelope. It is expressly understood that in giving this consent you do not waive your contract rights to require your consent to any additional or future transfer or assignment.

# Tidewater Oil Company



Page 2

By its execution hereof, Humble agrees to assume all obligations of Tidewater under said contract(s) upon said transfer.

Since we are endeavoring to consummate this transaction at an early date, your prompt action will be sincerely appreciated.

Very truly yours,

TIDEWATER OIL COMPANY  
(Successor in interest to  
Tide Water Associated Oil Company  
and Associated Oil Company)

By Charles R. Brown  
Group Vice President

HUMBLE OIL & REFINING COMPANY

By CC Lawrence  
Vice President

Consent granted:

Dated: \_\_\_\_\_, 1964

STATE OF WASHINGTON  
Department of Natural Resources

By: \_\_\_\_\_

BERT L. COLE, Commissioner  
of Public Lands

By: \_\_\_\_\_

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
P.O. BOX 110  
OLYMPIA, WASHINGTON  
PLEASE  
SECOND  
NOTICE

We again remind you of your past due lease rental. Please pay this promptly. Leases not paid when due are subject to cancellation without further notice.

Please return both copies of our original statement with your remittance.

Tidewater Oil Company  
79 New Montgomery Street  
San Francisco, Calif.

RECEIPT NUMBER \_\_\_\_\_

LEGAL DESCRIPTION OF LEASE

LEASE GRANT COUNTY  
H.A. Lease Kitsap

PORT  
District 21

LEASE NO.

APPL. NO.

DATE DUE			FOR YEAR ENDING			AMOUNT DUE
MO	DAY	YR.	MO	DAY	YR.	
5	7	62	5	7	62	\$120.00

1615

1658

AMOUNT RECEIVED \$ 162 OFFICE NUMBER 5-3-6	CASHIER'S STAMP Paid 4-4-62
---	--------------------------------

BERT L. COLE  
COMMISSIONER OF PUBLIC LANDS

By \_\_\_\_\_ CASHIER

Make Checks Payable  
to and Address all  
communications to

COMMISSIONER of PUBLIC LANDS

P.O. BOX 110  
OLYMPIA, WASHINGTON

PLEASE

SECOND  
NOTICE

We again remind you of your past due lease rental. Please pay this promptly. Leases not paid when due are subject to cancellation without further notice.

Please return both copies of our original statement with your remittance.

Tidewater Oil Co.  
79 New Montgomery St.  
San Francisco, California

RECEIPT NUMBER \_\_\_\_\_

LEGAL DESCRIPTION OF LEASE

LEASE GRANT COUNTY

PORT

Harbor Area Kitsap

Dremerton

LEASE NO.

APPL. NO.

DATE DUE			FOR YEAR ENDING			AMOUNT DUE
MO	DAY	YR.	MO	DAY	YR.	
5	7	62	5	7	62	\$120.00

HA 1615

HA 1658

AMOUNT RECEIVED \$	CASHIER'S STAMP MAY 1961 PAID BY CASHIER
OFFICE NUMBER DSH 5-3-6	

BERT L. COLE  
COMMISSIONER OF PUBLIC LANDS

By \_\_\_\_\_ CASHIER

DNR-00000179

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

P.O. BOX 110  
OLYMPIA, WASHINGTON

SECOND  
NOTICE

PLEASE

Port Orchard

We again remind you of your past due lease rental. Please give this your prompt attention. Leases not paid when due are subject to cancellation without further notice.

Please return both copies of our original statement with your remittance.

WIDENATER OIL COMPANY  
4201 WILSHIRE BLVD  
LOS ANGELES, CALIF

RECEIPT NUMBER \_\_\_\_\_

LEGAL DESCRIPTION OF LEASE

FRONT PORTIONS GOV LOT 4 GRAMERTON  
TIDE LANDS SEC 11 T24 N12

LEASE GRANT COUNTY PORT AMOUNT  
HARBOUR KITSAP GRAMERTON 120.00

LEASE NO.

APPL NO.

1658  
1658

DATE DUE			FOR YEAR ENDING			AMOUNT
MO	DAY	YR.	MO	DAY	YR	DUE
05	07	04	05	07	04	120.00

AMOUNT RECEIVED \$ 10.60 OFFICE NUMBER 5-10-63	CASHIER'S STAMP Paid 5-9-63 J
---	--

BERT L. COLE  
COMMISSIONER OF PUBLIC LANDS

BY \_\_\_\_\_ CASHIER

EASE NO. 1615 APPLICATION NO. 1658

OLD VALUATION 2,000.00

OLD RENTAL 120.00

NEW VALUATION 2,000.00

NEW RENTAL 120.00

PERCENTAGE 6%

DUE DATE May 7

1962

**May 27, 1959**

Honorable Harry C. Maston  
County Assessor  
Kitsap County  
Port Orchard, Washington

**Dear Mr. Maston:**

This is in connection with Harbor Area Application No. 1659 filed by (b) (6) covering the harbor area in front of a portion of Government Lot 7, Section 11, Township 24 North, Range 1 East. The area is shown on the enclosed plat and marked "B" for reference.

In setting the rental on this lease, our records indicate your office placed a valuation of \$1,000 on the area and on that basis the rental was fixed at \$60 per year.

(b) (6) has called it to our attention that adjoining lease to (b) (6) covering a much larger area is paying an annual rental based on 6% of a valuation of \$720.00. This lease is indicated as "C" on the enclosed map.

We have also shown on the map other harbor areas leases marked "A" and "D" for comparative purposes.

Please review these valuations and let us have current valuation of the four harbor areas shown on the map.

Yours very truly,

**BERT L. COLE,** Commissioner

By M. E. BOWLER, Supervisor  
Civil Engineering Division

MEB:ps  
H.A. 1584  
1658  
1659

**Enclosure**

Waiting

M. E. BOWLER, Supervisor  
Civil Engineering Division

See reply to this  
letter Attached  
HH 1459

March 20, 1958

General Casualty Company of America  
Seattle 5, Washington

Attention: Mr. P. W. Johnston, Surety Department

Gentlemen:

In reply to your letter of March 14, 1958, concerning your Bond No. 146027, issued in connection with Harbor Area Lease No. 1348, this is to advise you that liability under said Bond No. 146027 terminated on September 7, 1956 upon the issuance of Bond No. 308846.

Yours very truly,

BERT L. COLE, Commissioner

By

M. E. BOWLER, Supervisor  
Civil Engineering Division

NEB:ps  
H. A. 1658

# COMMISSIONER of PUBLIC LANDS

SECOND NOTICE

P.O. BOX 110  
OLYMPIA, WASHINGTON

PLEASE

We again remind you of your past due lease rental. Please give this your prompt attention. Leases not paid when due are subject to cancellation without further notice.

Please return both copies of our original statement with your remittance.

Tidewater Oil Co.  
79 Montgomery St.  
San Francisco, Calif.

RECEIPT NUMBER \_\_\_\_\_

LEGAL DESCRIPTION OF LEASE

LEASE	GRANT	COUNTY	PORT
Harbor Area	Kitsap		1st # 1

LEASE NO	APPL NO
H.A. 1615	1658

DATE DUE			FOR YEAR ENDING			AMOUNT
MO	DAY	YR	MO	DAY	YR	DUE
5	7	60	5	7	61	\$120.00

AMOUNT RECEIVED	CASHIER'S STAMP
S	MAY 9 1960
OFFICE NUMBER	M O — CHECK

BERT L. COLE  
COMMISSIONER OF PUBLIC LANDS

By \_\_\_\_\_ CASHIER

E NO. 1615 APPLICATION NO. 1658

OLD VALUATION \$2,000.00

OLD RENTAL 120.00

NEW VALUATION 2,000.00

NEW RENTAL 120.00

PERCENTAGE 6%

DUE DATE May 7





GENERAL INSURANCE COMPANY OF AMERICA  
FIRST NATIONAL INSURANCE CO. OF AMERICA  
GENERAL CASUALTY COMPANY OF AMERICA

HOME OFFICES - SEATTLE 5, WASHINGTON

H. K. DENT  
CHAIRMAN OF THE BOARD  
W. L. CAMPBELL  
PRESIDENT

SAN FRANCISCO SERVICE OFFICE  
TEL.: EXBROOK 2 8011

SAN FRANCISCO 4, CALIF.  
MILLS TOWER, 220 BUSH STREET

March 14, 1958

HA 1658  
State of Washington  
Department of Natural Resources  
Box 110  
Olympia, Washington

Attention: Mr. Burt L. Cole  
Commissioner

RECEIVED  
MAR 17 1958

TO: *Bowler*

Gentlemen:

RE: Bond #146027  
Tidewater Associated Oil Company  
Bond #308846  
Tidewater Oil Company

Effective September 7, 1956, the General Casualty Company of America executed a \$500 Bond in behalf of Tidewater Oil Company for H. A. Lease #1615 issued to Tidewater Oil Company on May 7, 1956. The Bond covered the Harper area in front of a portion of government lot 6, Section 11, Township 24 north, Range 1 east, W. M. at Bremmerton, Washington. Our Bond number was 308846.

A similar bond under number 146027 was executed in behalf of Tidewater Associated Oil Company for a lease number 1348. We understand that lease number 1348 was for a ten year period beginning May 7, 1946 and expiring May 7, 1956.

The purpose of this letter is to determine whether or not liability under bond 146027 has been terminated.

We would appreciate your advising us on this matter. Please advise the date on which we may consider further liability under bond number 146027 terminated.

Very truly yours,

P. W. Johnston  
Surety Department  
lab

LEASE NO. 1415

APPLICATION NO. 1458

OLD VALUATION \$ 2,000.00

OLD RENTAL 120.00

NEW VALUATION 2,000.00

1958  
NEW RENTAL 120.00

PERCENTAGE 6.70

DUE DATE May 7

September 11, 1957

General Casualty Company of America  
Metropolitan Service Office  
1201 4th Avenue  
Seattle 1, Washington

Attention: Mrs. J. Ebert, Surety Department

Gentlemen:

We have your letter of September 4, 1957 concerning certain harbor area lease bonds issued by you and covering the Tidewater Oil Company.

According to our records, H. A. Lease No. 1615 was issued to Tidewater Oil Company on May 7, 1956 and covered the harbor area in front of a portion of Government Lot 6, Section 11, Township 24 North, Range 1 East, W.M. at Bremerton, Washington.

According to our records, your Company executed Bond No. 308846 on September 7, 1956 in the amount of \$500.00 as sureties for Tidewater Oil Company as Principal.

We have no record in this office of Bond No. 146027 superseding Bond No. 308846.

Yours very truly,

BERT L. COLE, Commissioner

By M. E. BOWLER, Supervisor  
Civil Engineering Division

MEB:ps  
H. A. 1658



GENERAL INSURANCE COMPANY OF AMERICA  
FIRST NATIONAL INSURANCE CO. OF AMERICA  
GENERAL CASUALTY COMPANY OF AMERICA

H. K. DENT  
CHAIRMAN OF THE BOARD

METROPOLITAN SERVICE OFFICE

HOME OFFICES - SEATTLE 5, WASHINGTON

SEATTLE 1, WASHINGTON

W. L. CAMPBELL  
PRESIDENT

TEL: EL. 7300

1201 4TH AVENUE

RECEIVED  
SEP 5 1957

September 4, 1957

COMMISSIONER OF PUBLIC LANDS

Bowler

STATE OF WASHINGTON  
COMMISSIONER OF PUBLIC LANDS  
OLYMPIA, WASHINGTON

Gentlemen:

Bond No. 308846 - Lease  
TIDE WATER OIL COMPANY  
BREMERTON, WASHINGTON

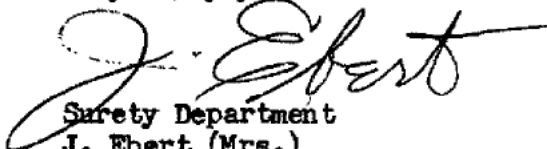
We wrote a lease bond for Tide Water Oil Company formerly Tide Water Associated Oil Company on September 7, 1956, in the amount of \$500.00. Our Agent has been notified that another bond No. 146027 has superseded this one, and would like bond No. 308846 Cancelled.

The description of this bond is as follows: Situated in Kitsap County and being part of the harbor area in front of the following described property to wit:

That portion of the harbor area lying in front of Lot 6 Section 11, Township 24, North, Range East, W.M., between the easterly line of Waterway No. 4 and the east line of Lot 6 of said Section 11, produced northerly across the harbor area to the outer harbor line, as shown on the Official Maps of Bremerton Tide Lands at Olympia, Washington.

Kindly inform us when you have accepted this cancellation.

Very truly yours

  
Surety Department  
J. Ebert (Mrs.)

HA 1658



**TIDEWATER OIL COMPANY**

79 NEW MONTGOMERY STREET  
SAN FRANCISCO 20, CALIFORNIA

File: 1.62

November 15, 1956

General Caswell INSURANCE COMPANY  
BOND NO. 146827

RECEIVED  
NOV 19 1956

Commissioners of Public Lands  
Olympia, Washington

COMMISSIONER OF PUBLIC LANDS  
P.O. \_\_\_\_\_

Gentlemen:

We attach a properly executed rider setting forth our change in name which should be made a part of the captioned bond you are holding in connection with Harbor Area Lease - Bremerton Distribution Station

Yours very truly,

A. D. Williams  
A. D. WILLIAMS

JAB:

HA 1658

October 18, 1956

Tidewater Oil Company  
P. O. Box 3786  
Seattle 24, Washington

Attention: D. J. Smith, District Marketing Mgr.

Gentlemen:

We have your letter in which you ask if this office has completed the issuance of the lease of harbor area at Bremerton under Application No. 1658.

Our records show that this transaction has been completed and that the original of the lease was forwarded to the company at its San Francisco address. We trust that it was received.

Very truly yours,

OTTO A. CASE, COMMISSIONER

By:

Frank O. Sether  
Assistant Commissioner

FOS/jr  
App. H.A. 1638  
Ltr. 3275 ✓

*attach*



Formerly **TIDE WATER ASSOCIATED OIL COMPANY**

P. O. BOX ~~XXXX~~ 3786  
SEATTLE 24, WASHINGTON

D. J. SMITH  
DISTRICT MARKETING MANAGER

September 24, 1956

RECEIVED  
SEP 25 1956  
RECORDED IN PENDING  
3275  
*Smith*

Commissioner of Public Lands  
Olympia, Washington

Gentlemen:

We refer to our recent application for tidelands lease for property in Kitsap County, application H.A. 1658,2179-17.

Will you please advise this office as to whether or not you have forwarded the executed copies of the Tidelands Lease to our San Francisco office in care of Mr. R. M. Adams.

We remain,

Yours truly,

TIDEWATER OIL COMPANY

*D. J. Smith*

D. J. SMITH  
District Marketing Manager

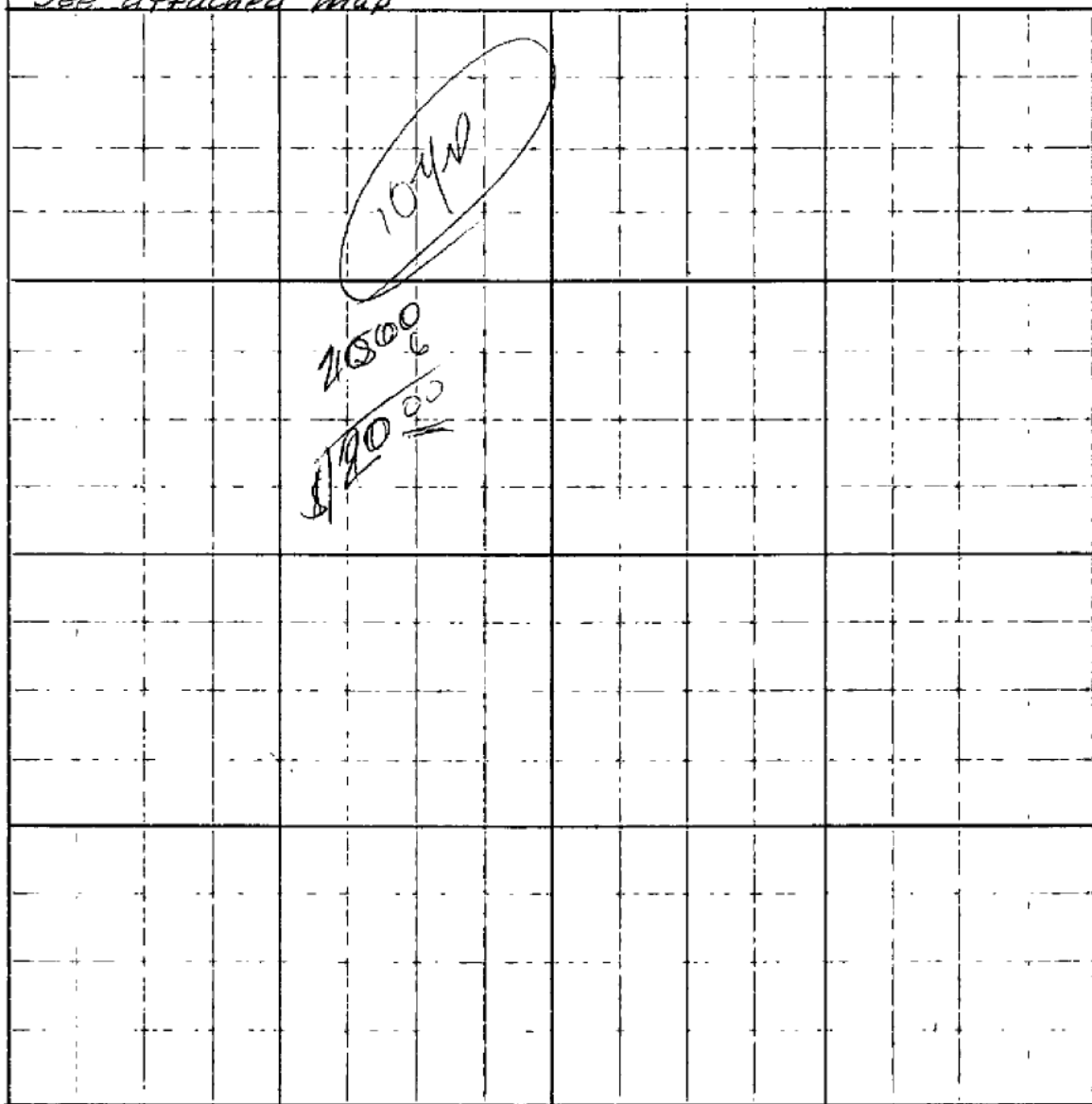
CGK:zm

COMMISSIONER OF PUBLIC LANDS  
OLYMPIA, WASH.

## INSPECTOR'S REPORT

Name of Grant HARBOR AREA County of KITSAPThe Front Por. Lot 6 Sec. 11 Town 24 N. Range 1 E

## TOPOGRAPHY

RE-LEASE  
Application No. H. A. 1658*See attached map*

DISTANCE and DIRECTION from corporate limits of any incorporated city or town, navigable lake, stream or body of water.

DISTANCE Bremerton, Kitsap County

DIRECTION \_\_\_\_\_

## BACKGROUND—COLORS

Use dark green to represent green timber; vermillion, burnt-over timber land; blue for water, with appropriate indications of swamp or marsh land; yellow, sand, or very poor soil suitable for grazing only, with appropriate indications of scab rock, etc., burnt sienna, flat tint, to represent land and soil suitable for growing crops and where actually cultivated, use the same color ruled with brown suggestive furrows.

Inspected June 13, 1956 Reid Nelson Inspector.Report written June 13, 1956 \_\_\_\_\_ Inspector.



**SOIL**—Examine closely, and make soil tests by ten-acre tracts, and report fully as to the character of soil and sub-soil, surface conditions, kinds of crops or products the land will yield, with estimates or amounts per acre. Also whether the land requires irrigation and if so, whether water is available and how or by what method can water be applied.

How many acres agricultural? .....; pastoral? .....; scrub? .....

Can the land be irrigated? ..... If so, state the source and condition of the water supply

What is the present market value of the land, exclusive of timber and improvements? (Answer by legal subdivisions and, if necessary by ten-acre tracts.)

N.A. in front Portions of Gov't Lot 6, - \$1500<sup>00</sup>

**NOTE:** Improvements for the purpose of this report include fencing, diking, draining, ditching, houses, barns, shelters, wells, slashings, clearing, orchards, breaking, and everything that has changed the land from its natural state.

Describe all improvements in detail, and state the value of each item separately:

Portions of Dock for unloading Fuel Barges & Boats  
including CAT walk, Pipe Lines & dolphins for  
mooring. Dock is 10' wide & approx. 100' on H.A.  
Val \$500,00

(Read questions carefully before commencing to answer. Full, correct and complete answers to all questions must be made.)

On what government forty-acre tracts are the improvements situated? (Answer by items).....

On leased H. A.

When were the improvements made and by whom? (Answer fully as to each item).....

By Susan

Who is the owner of the several items of improvement? (Answer fully as to each item, giving P. O. address of owner).....

Susan

Name of nearest railroad and distance therefrom.....miles

Nearest river or water course and how far distant.....miles

Nearest shipping point.....miles

If there is timber on the land, what is its extent, character and value? None

(Report fully any indications of the presence of minerals, including coal; also building stone, lime stone, etc.)

Value of stone on land, \$.....; kind, quality and extent.....

Present rental value: H. A. \$100.00 per annum.

Agricultural land, \$.....per acre per annum.

Grazing land, \$.....per acre per annum.

What are the number of acres of tillable and arable land....., and on what government 40-acre tracts situated?..... Show in topography.....

What are the number of acres of grazing land....., and on what government 40-acre tract situated?.....

What are the number of acres of natural hay land....., and on what government 40-acre tract situated?.....

Is any person occupying said land? If so, who?.....

P. O. address..... what portion?.....

and how long has he occupied same?..... and under what claim?.....

Can payment for use and occupancy be collected if the land is being used without authority?.....

How many acres are under cultivation?.....

How many acres are being used as grazing lands?.....

What is being raised on the land?.....

What is the..... annual yield per acre?.....

Market price at nearest shipping point?.....

Does the land contain stock water?.....

NOTE: Do not omit information reasonably called for by the brief headings, or questions printed herein. Be sure and insert all information, even though you may think it unimportant. Write fully and specifically.

NOTE: INSPECTOR READ AND REMEMBER—Answer every question fully, or if it does not apply to the case check it, thus indicating it has not been overlooked. If you do not find sufficient space following question, number question and complete answer under "General Report." Inspector, remember you do not appraise values. You merely furnish information that will enable the Department to determine values.

GENERAL REMARKS

Desired H.A. is located on Port Washington Narrows at Bremerton, Kitsap County.

Lidewater Associated Oil Company has oil and gasoline storage plant and other facilities on abutting uplands + tidelands. Portion of dock are on desired H.A. This is a narrow structure supporting pipe line for unloading Tankers and Barges. There are no other improvements.

Recommend lease be granted.

PORT

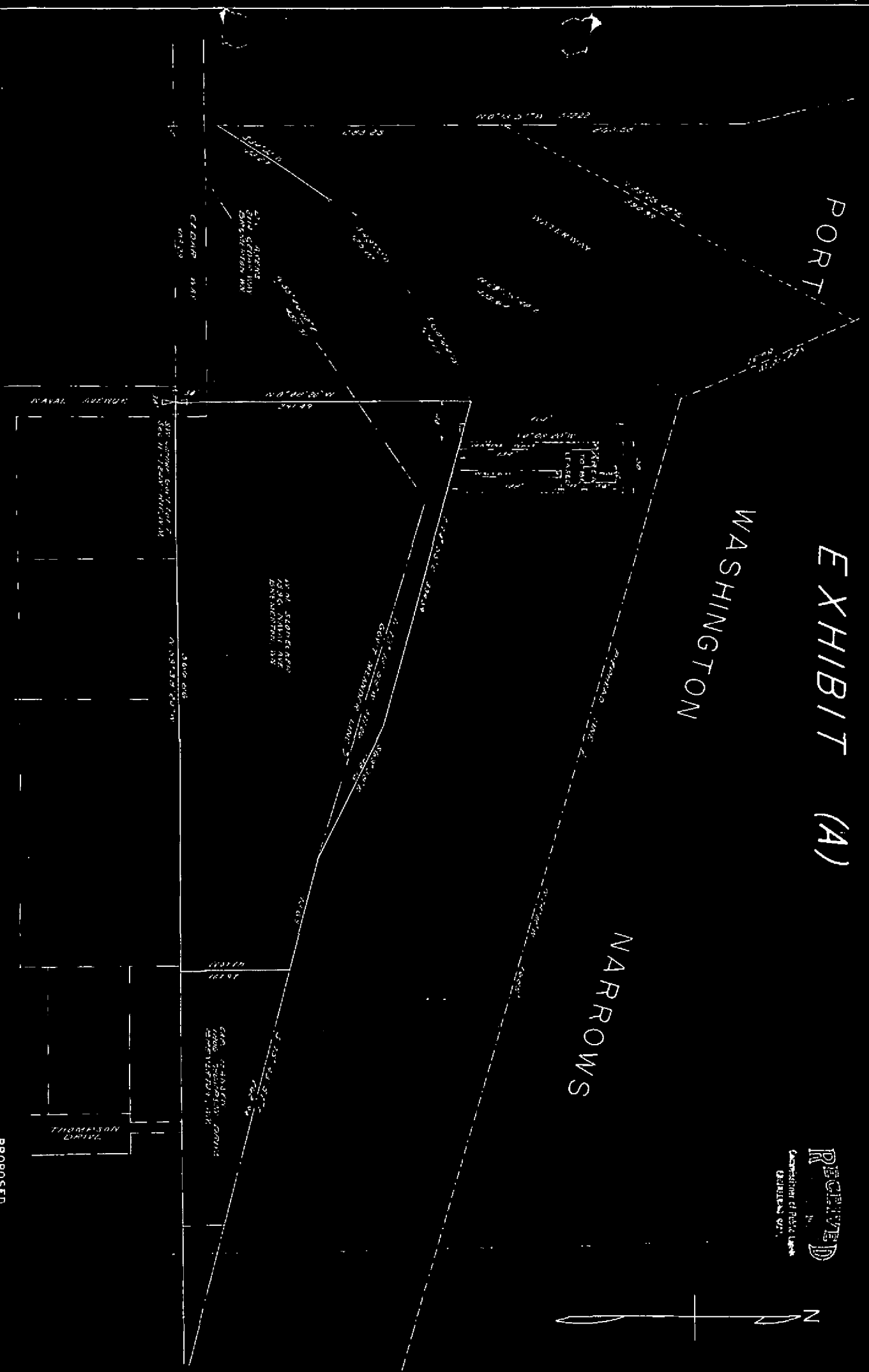
# EXHIBIT (A)

WASHINGTON

NARROWS

RECEIVED  
U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

N



MAP SHOWING LOCATION  
OF AREA TO BE LEASED  
Scale 1" = 60'

PROPOSED  
MARINE WAYS & FLOAT  
ON PORT WASHINGTON NARROWS  
1536 NAVAL AVENUE  
BREMERTON, WASH.  
APPLICATION BY WM. SLOVECKER  
August 25, 1945

SPRAGUE & STARBIRD  
ENGINEERS & SURVEYORS  
641 N. CALLOW, BREMERTON, WN.



*Blue 1945 copy*

GENERAL CASUALTY CO. OF AMERICA  
SEATTLE, WASHINGTON

ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NAME OF THE PRINCIPAL  
ON THE BOND TO WHICH THIS ENDORSEMENT IS ATTACHED IS HEREBY CHANGED  
FROM,

TIDEWATER ASSOCIATED OIL COMPANY

TO: TIDEWATER OIL COMPANY

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions,  
agreements or limitations of the undermentioned Bond, other than as above stated.

This endorsement shall take effect on the 3rd day of May, 19 56.

Attached to and forming part of Bond No. 146027 issued by GENERAL CASUALTY COMPANY OF AMERICA  
to TIDEWATER ASSOCIATED OIL COMPANY

Executed this 16th day of May, 19 56.

The foregoing is agreed to and accepted.

GENERAL CASUALTY COMPANY OF AMERICA

TIDEWATER OIL COMPANY

Insured

By

ALBERT REMMEN,

Attorney-in-Fact.

By

Asst. Gen'l Mgr.

Title

S-443-2-44

H. N. Halvorson  
H. N. HALVORSON, ASSISTANT SECRETARY

ENDORSEMENT NO. 1

STATE OF WASHINGTON  
OFFICE OF  
COMMISSIONER OF PUBLIC LANDS

Olympia, May 16, 1956

*To the Honorable Commissioner of Public Lands, Olympia, Wash.:*

SIR: I herewith submit the following report on Application No. H.A. 1658 by Tide Water Associated Oil Company, 152 Denny Way, Seattle, Washington to re-lease the harbor area in front of a portion of government lot 6, section 11, township 24 north, range 1 east, W.M., located at Bremerton in northern Kitsap County.

The desired lands were last included in Harbor Area Lease No. 1348 issued to (b) (6) for a term of 10 years from May 7, 1946 under Application No. 1364 at an annual rental of \$36.00 to 1950, \$72.00 to 1952, \$90.00 to 1954 and \$120.00 for the remaining term of the lease. Said Lease No. 1348 was assigned to Petroleum Navigation Company September 4, 1946 and to Tide Water Associated Oil Company March 8, 1948. Said Lease No. 1348 expired May 7, 1956.

The exhibits submitted with former Application No. 1364 have been brought forward to apply on this application.

The County Assessor of Kitsap County, by letter dated April 19, 1956, placed a full 100% valuation of \$1,500.00 on the desired harbor area. (In the County Assessor's 1956 report of valuations on all harbor areas he placed a valuation of \$2,000.00 on this area.)

The applicant states that the harbor area is desired for a term of 10 years, that they are the owners of the abutting tidelands and that the improvements have not been changed.

The description follows:

That portion of the harbor area lying in front of lot 6, section 11, township 24 north, range 1 east, W.M., between the easterly line of Waterway No. 4 and the east line of lot 6 of said section 11, produced northerly across the harbor area to the outer harbor line, as shown

May 16, 1956

on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington.

APPROXIMATE DIMENSIONS

Length along outer harbor line -----	2.96 feet
Length along inner harbor line -----	249.13 feet
Length along waterway -----	403.64 feet
Area -----	19,819.17 Sq. ft. or 0.45 Acre

Respectfully submitted,

M. E. BOWLER  
Chief Engineer

AJA:bm  
App. H.A. 1658

RCC

STATE OF WASHINGTON,

County of \_\_\_\_\_

ss.

We, TIDEWATER OIL COMPANY, formerly TIDE WATER ASSOCIATED OIL COMPANY,  
of \_\_\_\_\_, as principal \_\_\_\_\_, and we, \_\_\_\_\_  
**GENERAL CASUALTY COMPANY OF AMERICA**

as sureties, all of the State of Washington, County of KING, do confess ourselves indebted to the State of Washington in the penal sum of Five Hundred (\$500) Dollars, and to the payment of which we are held and firmly bound, and do by these presents bind ourselves, our and each of our heirs, executors, administrators or assigns, jointly and severally, firmly by these presents.

Sealed with our seals this 7th day of September, A. D. 1945

The condition of the above obligation is such that, Whereas, the principal \_\_\_\_\_, in the foregoing bond did enter into a certain lease and contract with the State of Washington (which is hereto attached and made part of this instrument, and all the conditions of which are written into and made part of this instrument), whereby the above bounden principal \_\_\_\_\_ has leased from the State of Washington the part, lot or parcel of property described in said hereto attached lease and contract, upon all the conditions set up in said lease and contract: Now, therefore, if the said above named lessee \_\_\_\_\_, the principal \_\_\_\_\_, herein, shall well and truly perform all the conditions set up and prescribed in the said lease and contract hereto attached, in all and every part thereof, then this bond shall be considered satisfied and discharged; otherwise it shall have full force and effect.

Signed with our hands and sealed with our seals, this day and year first above written.  
**TIDEWATER OIL COMPANY, formerly TIDE WATER ASSOCIATED OIL COMPANY**

By [Signature]  
Asst. Gen'l Mgr.

By H. M. Halvorsen [SEAL]  
Asst. Secretary  
**GENERAL CASUALTY COMPANY OF AMERICA** [SEAL]

Countersigned:  
**ROBERT J. PARKER**

By: Robert J. Parker, Jr.  
Resident Agent

By: [Signature] [SEAL]  
**John W. Reynolds, Attorney-in-fact** [SEAL]

The foregoing bond and the sureties thereon approved this 17th day of Sept., 1945

[Signature]  
Commissioner of Public Lands.

### TO BE EXECUTED BY SURETIES ONLY

STATE OF WASHINGTON,

County of KING

ss.

JOHN W. REYNOLDS

being first duly sworn, each for himself, and not one for the other, deposes and says: That he is a citizen of the State of Washington and is not barred by any statute of said State from executing bonds or becoming a surety; that he is one of the persons named in and who executed the foregoing obligation as surety; and that the same is his free and voluntary act and deed for the uses and purposes therein mentioned; that he is worth the sum of \$500.00, over and above all his just debts and liabilities, in separate property situated in said State, and not exempt from sale on execution.

**GENERAL CASUALTY COMPANY OF AMERICA**

By: [Signature]  
**John W. Reynolds, Attorney-in-fact**

Subscribed and sworn to before me this 7th day of September, A. D. 1945

[Signature]  
Notary Public in and for the State of Washington,  
6265 - 20th Ave. N. E.  
Residing at Seattle, Washington



DUPLICATE

No. **1615**

---

**LEASE AND BOND**  
OF  
**Harbor Areas**

---

STATE OF WASHINGTON  
TO

TIDE WATER ASSOCIATED OIL  
COMPANY

Address 152 Denny Way,  
Seattle, Washington

Harbor of BRENDEN

Application No. B.T. 1658  
2179-17



To have and to hold for the term of ten (10) years from the date of this instrument, for the purpose of building and maintaining upon the above described harbor area, wharves, docks and other structures for the convenience of navigation and commerce, as may be determined by legislative enactment or by rule of the Commissioner of Public Lands.

This indenture is executed in consideration of the covenants and stipulations herein contained, and of the payment annually in advance of rental in the amount six (6) % of the true value, in money, of the harbor area (exclusive of improvements) as fixed by the assessor of

Kitsap County in accordance with the provisions of Sec. 5, Chap. 171 of the Laws of 1923 as follows:

"The assessor shall thereupon in accordance with section 11121 of Remington's Compiled Statutes determine the true and fair value in money of such harbor area (exclusive of the improvements thereon) as of March 1st preceding the date of the filing of such application and certify the same to the commissioner. Such value shall be the basis of rental until the assessor's next valuation as herein provided. The assessor shall thereafter in every even numbered year as of March 1st place a valuation on such harbor area (exclusive of improvements) in accordance with said section 11121, Remington's Compiled Statutes, and certify the same to the commissioner and such valuation shall be the basis of rental for the two-year period following such valuation."

The State of Washington shall have the right to regulate, either under rules established by the Commissioner of Public Lands, or by legislative enactment, or by both methods, the rates of wharfage, dockage and other tolls, to be imposed by the lessee upon commerce for any of the purposes for which said leased harbor area may be used, and to change such regulations and rates from time to time, and the right to prevent by such means and in such manner as it may adopt, extortion, discrimination, unequal or exclusive privileges, and to cancel this lease for the violation of any law, rule, regulation or order governing the same.

The State of Washington shall have the power by the Commissioner of Public Lands to cancel this lease upon a breach of any of its conditions by the lessee or for the failure or refusal of the said lessee to erect, within a reasonable time hereafter, and continuously to operate and maintain in and upon the above described harbor area the wharves, buildings or other structures described and represented in the exhibits of improvements proposed to be erected therein by said lessee, which have heretofore been filed with the Commissioner of Public Lands, or as altered with the consent and approval of said Commissioner entered upon his records.

The State of Washington reserves unto itself, port district, county, city or other public agency in the territory where the portion of the harbor area described in this lease is located, the right to assume and thereafter hold this lease upon acquirement of the tide lands contiguous thereto and fronting thereon, without any value for said lease except for improvements thereon: Provided, That this covenant shall not be held to apply to any cancellation of this lease ordered by the Commissioner of Public Lands on account of fraud or breach of any of the covenants of this lease, or a failure to file and keep therewith a good and sufficient bond as provided by law, but in such case the improvements upon the said leased area shall become the property of the State.

The lessee shall not make or suffer to be made any artificial filling in of said leased area or any deposit of rock, earth, ballast, refuse, garbage or other matter within such area, except as provided by law or as approved in writing by the Commissioner of Public Lands.

If the said lessee shall fail to pay to the State the rental hereinbefore provided on the date when the same is due, or within sixty days thereafter, the Commissioner of Public Lands may declare this lease canceled and all rights or claims of the said lessee under this lease in and to the said area or in or to any improvement therein or thereon, shall immediately thereupon vest in the State of Washington.

STATE OF CALIFORNIA )

CITY AND COUNTY OF ) ss.  
SAN FRANCISCO )

On this 27th day of August, A.D., 19 56, before me personally appeared J. Earle Gray and H. N. Halvorson, to me known to be the Asst. Gen'l Mgr. and Assistant Secretary, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

M. Wilson

Notary Public in and for the City and County  
of San Francisco, State of California.  
My Commission Expires May 17, 1960

(Wash.)

STATE OF WASHINGTON, COUNTY OF THURSTON, ss.

THIS INDENTURE, Made this 7th day of May, A. D. 1945<sup>56</sup>  
by and between the State of Washington, party of the first part, lessor, and TIDEWATER OIL COMPANY, formerly  
TIDE WATER ASSOCIATED OIL COMPANY, part Y of the second part, lessee

WITNESSETH, That the State of Washington, lessor, does hereby lease, demise and let unto  
said part Y of the second part the following described property, situate in said State, County of  
Kitsap, and being that part of the harbor area in front of the  
following described property, to-wit:

~~xxx~~ Lot Front portion Government Lot 6 (Bremerton Tide Lands)

Section 11, Township 24 North, Range 1 East, W.M.

~~xxx~~ Lands,

and more particularly described as follows:

That portion of the harbor area lying in front of Lot 6, Section 11,  
Township 24 North, Range 1 East, W.M., between the easterly line of Waterway No.  
4 and the east line of Lot 6 of said Section 11, produced northerly across the  
harbor area to the outer harbor line, as shown on the official maps of Bremerton  
Tide Lands on file in the office of the Commissioner of Public Lands at Olympia,  
Washington.

Annual rental, \$120.00 (First Period)

Payable May 7th

Application No. H. A. 1658  
2179-17

*J-145*

774. ~~Primer~~

---

774/56

---

at Counter has requested  
change of name from  
Indevate Assoc Out Co

&  
Indevate Out Co

is sending an affidavit.

Lucas



**TIDEWATER OIL COMPANY**  
**Formerly TIDE WATER ASSOCIATED OIL COMPANY**

P. O. BOX ~~3200~~ 3786  
SEATTLE 24, WASHINGTON

D. J. SMITH  
DISTRICT MARKETING MANAGER

August 31, 1956

Mr. Frank O. Sether  
Asst. Comm. of Public Lands  
Olympia, Washington

Dear Sir:

We refer to our recent application for tidelands lease for property in Kitsap County, Application #H.A. 1658, 2179-17.

Attached herewith is the Bremerton tidelands lease executed by Tidewater Oil Company, in duplicate. Attached also is a Certification of Change in corporate name and we wish to advise you that the change of name amendment to the Certificate of Incorporation was ~~Filed~~ with the proper office of the State of Washington on May 14, 1956.

Through this letter we respectfully request and also authorize your Department to substitute the name Tidewater Oil Company for the name Tide Water Associated Oil Company as shown in the lease forms.

Upon the execution of the leases by the proper authorities of the State of Washington, we would appreciate very much if you would mail the original lease to Tidewater Oil Company, 79 New Montgomery Street, San Francisco, California, Attention Mr. R. M. Adams, with a copy of your letter to this office.

The surety bonds have been executed by General Casualty Company of America.

May we take this opportunity to thank you for your aid in this matter.

Yours very truly,

TIDEWATER OIL COMPANY

D. J. SMITH  
District Marketing Manager

CGK:zm

Encs.



**TIDEWATER OIL COMPANY**

**CHANGE IN CORPORATE NAME  
CERTIFICATION BY CORPORATE ASSISTANT SECRETARY**

I, Edward H. Hermsen, Assistant Secretary, Tidewater Oil Company, do hereby certify that by virtue of approval by Stockholders at a meeting held in New York, N. Y., on May 3, 1956, the name of Tide Water Associated Oil Company was changed to Tidewater Oil Company through the adoption of an Amendment to Article First of the Certificate of Incorporation amending said Article First to read as follows:

"FIRST: The name of this Corporation is TIDEWATER OIL COMPANY".

I further certify that said Amendment was duly filed with the Secretary of State of the State of Delaware on May 3, 1956, and that the name of this Corporation is now Tidewater Oil Company.

Dated: May 4, 1956.

Edward H. Hermsen  
Assistant Secretary

August 10, 1956

Tide Water Associated Oil Company  
152 Denny Way  
Seattle, Washington

Dear Sir:

Enclosed you will find **Harbor Area Lease No. 2179-17**  
in duplicate for your signature.

Please sign BOTH copies in the presence of two witnesses, on the line designated for the purchaser or lessee and return BOTH copies to this office. The original will then be executed by the Commissioner and returned to you.

Be sure that the signature on the line designated is executed exactly the same as the name is written into the body of the document. This is essential because the document will be returned to you if the signature is not correct.

Remember that you are not entitled to possession of this property until you have signed this instrument and returned BOTH copies to the Commissioner of Public Lands and it has been sent to you after being executed by the Commissioner.

PLEASE SIGN WITH INK.

Very truly yours,

OTTO A. CASE  
Commissioner of Public Lands

rh  
encl.

APPLICATION NO. H A. 1658

ISSUE GRAVEL)  
TIMBER \_\_\_\_\_

CERTIFICATE \_\_\_\_\_

CONTRACT \_\_\_\_\_

DEED \_\_\_\_\_

RE-LEASE Harbor Area

TO Side Water Assoc. Oil Co.  
Rental 6% Val \$2000.00  
CONSIDERATION First Period \$120.00

DESCRIPTION see Eng. report

REMARKS Term 10 yrs

Date - May 7 - 1956

RETURN TO:

Letter



DEPARTMENT OF PUBLIC LANDS  
Office of Commissioner

.....  
In re Application No. H. A. 1658 by  
Tide Water Associated Oil Company  
for the Re-Lease of Harbor Area in  
front of Certain Bremerton Tide Lands  
.....

O R D E R  
August 3, 1956

It appearing to the Commissioner at this time that Application No. H. A. 1658 has been filed in this office by Tide Water Associated Oil Company for the re-lease of harbor area lying in front of a portion of government lot 6, section 11, township 24 north, range 1 east, W. M., in Kitsap County, more particularly described as follows:

That portion of the harbor area lying in front of lot 6, section 11, township 24 north, range 1 east, W. M., between the easterly line of Waterway No. 4 and the east line of lot 6 of said section 11, produced northerly across the harbor area to the outer harbor line, as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington.

and

It further appearing that said application was referred to the Assessor of Kitsap County; that from information obtained it appears that the harbor area has a 100% valuation of \$2000.00; that from other information secured it appears that the rental value of the harbor area is \$120.00 for the first period; that this amount is 6% of the valuation of the harbor area as fixed by the County Assessor; and

It further appearing that no new exhibits have been filed under Application No. H. A. 1658, as the applicant desires that the exhibits submitted with the previous lease be advanced for the new lease; and the Commissioner being fully advised and believing that the application to re-lease should be approved, it is therefore

ORDERED and DETERMINED that the rental for a re-lease to be issued under Application No. H. A. 1658, as filed by Tide Water Associated Oil Company be and the same is hereby fixed at \$120.00 per annum for the first period, which is at the rate of 6% of the value as determined by the Assessor of Kitsap County according

to the provisions of Section 1121, Remington's Compiled Statutes; and that upon payment of the amount of the first year's rental and the statutory fee a re-lease be issued to the applicant for a period of 10 years; and it is further

ORDERED and DIRECTED that the exhibits advanced to apply under said Application No. H. A. 1658 be and the same are hereby approved as the exhibits under this application, and that a good and sufficient bond be approved on the lease to be issued under said Application No. H. A. 1658.

Dated this 3rd day of August, A. D., 1956.

  
OTTO A. CASE, Commissioner

gem

**SALES PENDING MEMO**

Name Tidewater Oil Company Address Seattle, Washington

Lease or contract No.                      Application No. 1658

Reasons for placing in sales pending: Lease money

Sales pending \$ 115.00

**ENTERED**

**AUG 2 1956**

COMMISSIONER OF PUBLIC LANDS

OFFICE No. 32880

**SEP 18 1956**

## TIDEWATER OIL COMPANY

76627

Deposit to payee for advance rental on Application  
#1658, Bremerton Tidelands Lease, Tidewater Oil  
Company, for period May 7, 1956 to May 6, 1957  
subject to refund to payor if lease is not finalized  
and entered into.

\$115.00

PLEASE DETACH THIS STATEMENT BEFORE DEPOSITING CHECK

jm

## REPORT OF ENGINEER

STATE OF WASHINGTON  
OFFICE OF  
COMMISSIONER OF PUBLIC LANDS

Olympia, May 16, 1956

To the Honorable Commissioner of Public Lands, Olympia, Wash.:

SIR: I herewith submit the following report on Application No. H.A. 1658 by Tide Water Associated Oil Company, 152 Denny Way, Seattle, Washington to re-lease the harbor area in front of a portion of government lot 6, section 11, township 24 north, range 1 east, W.M., located at Bremerton in northern Kitsap County.

The desired lands were last included in Harbor Area Lease No. 1348 issued to (b) (6) for a term of 10 years from May 7, 1946 under Application No. 1364 at an annual rental of \$36.00 to 1950, \$72.00 to 1952, \$90.00 to 1954 and \$120.00 for the remaining term of the lease. Said Lease No. 1348 was assigned to Petroleum Navigation Company September 4, 1946 and to Tide Water Associated Oil Company March 8, 1948. Said Lease No. 1348 expired May 7, 1956.

The exhibits submitted with former Application No. 1364 have been brought forward to apply on this application.

The County Assessor of Kitsap County, by letter dated April 19, 1956, placed a full 100% valuation of \$1,500.00 on the desired harbor area. (In the County Assessor's 1956 report of valuations on all harbor areas he placed a valuation of \$2,000.00 on this area.)

The applicant states that the harbor area is desired for a term of 10 years, that they are the owners of the abutting tidelands and that the improvements have not been changed.

The description follows:

That portion of the harbor area lying in front of lot 6, section 11, township 24 north, range 1 east, W.M., between the easterly line of Waterway No. 4 and the east line of lot 6 of said section 11, produced northerly across the harbor area to the outer harbor line, as shown

May 16, 1956

*Copy* ↑  
on the official maps of Bremerton Tide Lands on file in  
the office of the Commissioner of Public Lands at Olympia,  
Washington.

APPROXIMATE DIMENSIONS

Length along outer harbor line -----	2.96 feet
Length along inner harbor line -----	249.13 feet
Length along waterway -----	403.64 feet
Area -----	19,819.17 Sq. ft. or 0.45 Acre

Respectfully submitted,

M. E. BOWLER  
Chief Engineer

AJA:bm  
App. H.A. 1658

*RCC*

COUNTY ADMINISTRATION BUILDING  
PORT ORCHARD, WASHINGTON  
TELEPHONE 6-5111

Office of COUNTY ASSESSOR

KITSAP COUNTY

H. C. MASTON - - ASSESSOR  
OTTO L. CHANTLER - - CHIEF DEPUTY  
GRACE COOL - - CHIEF OFFICE DEPUTY

19 April, 1956

Department of Public Lands  
P. O. Box 110  
Olympia, Washington

Attn: Frank O. Sether

Dear Mr. Sether:

RE: Appl. H. A. 1658

Referring to the above mentioned application,  
our appraisal on this property is \$1,500.

Very respectfully yours,

HARRY C. MASTON  
COUNTY ASSESSOR

*Harry C. Maston*  
Harry C. Maston

hcm/fer.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BERT L. COLE  
COMMISSIONER OF PUBLIC LANDS

CASH RECEIPT

Olympia, Washington April 27 19 64

Received from: Tidewater Oil Company  
4201 Wilshire Blvd  
Los Angeles, Calif.

(16-371-1)

One Hundred Twenty and 00/100 Dollars \$ 120.00

TO BE PLACED TO CREDIT OF: ☐ STATE TREASURY FUND ☐ LOCAL FUND

Payment of annual rental of harbor lease

App. no. 1658 from 5-7-64 to 5-7-65

CU-1-401-160 24.00

CU-1-401-160 24.00

CU-04-015-101-160 72.00

SOURCE DISTRIBUTION

SOURCE

SUB SOURCE

COUNTY

DEPARTMENT OF NATURAL RESOURCES

BY: *C. L. Cole* CASHIER

CASH RECEIPT NO. 10074

4-407446 JS

Tidewater Oil Company  
Los Angeles, California

407446

DATE	REF. NO.	AMOUNT	DISCOUNT	NET
FRONT PORTIONS GOV LOT 6 BREMERTON TIDE LANDS SEC 11 T24, R 1E	1658 DUE 5/7/64, PERIOD ENDING 5/7/65			120.00

LEASE NO. 1615 APPLICATION NO. 1658

OLD VALUATION \$2,000

OLD RENTAL 120-

NEW VALUATION 2,000

NEW RENTAL 120

PERCENTAGE 6%

DUE DATE May 7

1964

APR 10 1964  
m

DNR-00000215



April 17, 1956

Mr. Harry C. Maston  
Kitsap County Assessor  
Port Orchard, Washington

Dear Mr. Maston:

We have received an application, No. H.A. 1658,  
to lease the following described harbor area:

That portion of the harbor area lying in  
front of lot 6, section 11, township 24 north,  
range 1 east, W.M., between the easterly line  
of waterway No. 4 and the east line of lot 6  
of said section 11, produced northerly across  
the harbor area to the outer harbor line, as  
shown on the official maps of Bremerton Tide  
Lands on file in the office of the Commissioner  
of Public Lands at Olympia, Washington.

Please forward your full 100% valuation of this  
area pursuant to the provisions of Section 130, Chapter  
255, Laws of 1927.

Very truly yours,

OTTO A. CASE, Commissioner

By

\_\_\_\_\_  
Frank O. Sether  
Assistant Commissioner

MCV:bm  
App. H.A. 1658 *MS*

April 17, 1956

Tide Water Associated Oil Company  
152 Denny Way  
Seattle, Washington

Gentlemen:

Your application to re-lease the harbor area in front of a portion of government lot 6, section 11, township 24 north, range 1 east, W.M., has been filed under serial number H. A. 1658. Please refer to the above number in any future correspondence concerning this application.

Receipt No. 83459 in the amount of \$10.00 showing payment of the special deposit thereunder is enclosed.

Very truly yours,

OTTO A. CASE, Commissioner

By

\_\_\_\_\_  
Frank O. Sether  
Assistant Commissioner

MCV:bm  
App. H.A. 1658  
Enc.

**APPLICATION**  
**for**  
**APPRAISEMENT AND SALE OR LEASE**  
**OF TIDE OR SHORE LANDS**

Remittance Received and Credited to  
Special Deposits  
Land Open on Eng. Plat

*[Signature]* \$ Date *4-6-'56*

Entered on  
Application Reg.  
Inspection Reg.

by Date  
by Date

Special Deposit Receipt No. *83459*  
Receipt of App. Acknowledged

*[Signature]* *4/9/56*  
by Date

Entered on Engineers  
Register  
Index Maps  
Index Card  
Jacket Made  
Engineer's Report  
Inspection Blank Made  
Appraisal of Comm'r  
Instrument Prepared  
Engineer's Check

by Date  
by Date  
by Date  
by Date  
by Date  
by Date  
by Date  
by Date  
by Date

Contract Sent out for Signature  
Contract, Deed or Lease No. **1615**  
Card Index Made

by Date  
by Date

Contract, Deed or Lease Entered on  
Application Reg.  
Transfer Journal  
Index Map  
Tickler Card

by Date  
by Date  
by Date  
by Date

Cross Entry Receipt No.  
Instruments Checked by Eng.  
Deed, Contract or Lease Mailed on

by Date

*29110*

11-17 L. 1. 3/29/56  
 APR 1364/56  
 Renewal

## Application for Lease of Harbor Area

To the Commissioner of Public Lands, Olympia, Washington:

The undersigned Tide Water Associated Oil Company, a Delaware Corporation entitled to acquire and hold lands under the laws of the State of Washington, residing at Seattle, Washington, hereby applies for the lease of the following described harbor area, situate in Kitsap (City of Bremerton) county, State of Washington, to-wit, being the area in front of lot 6, block —, of — tide lands, according to the official plat thereof, and more particularly described as follows:

Renewal of Lease (Tidelands) #1348

Application #1364

Note:

See attached lease for legal Description  
Front portion Gov. lot 6, Sec. 11, T. 24 N., R. 1 E  
Bremerton Tide Lands

The area is shown on exhibits prepared as per instructions on reverse of this application.

For what purpose is the harbor area wanted?

For how many years is the lease desired? 10 years

Are you the owner of the abutting tide lands? yes

If not, give name and last known P. O. address of such owner.

Are there any improvements on the area covered by the application? See Exhibit #1364  
No change

If so, state character and value of same

By whom are the improvements claimed?

Are the lands located within a Port District?

Are you a citizen of the United States or have you declared your intention to become such?

Dated at Olympia, Washington, this 5<sup>th</sup> day of April, 1956

Tide Water Associated Oil Co.  
 (Sign here) R. D. Anderson

Ten dollars must accompany this application.

152-Denny Way

P. O. Address Seattle, Wn.

NOTE—All remittances should be payable to the Commissioner of Public Lands.

1658

29119

No. \_\_\_\_\_  
 County \_\_\_\_\_  
**Application for Lease  
 of Harbor Area**

Of \_\_\_\_\_  
 Address \_\_\_\_\_  
 STATE PRINTING PLANT, OLYMPIA, WASH.

RECEIVED  
 SEP 18 1956  
 10:00  
 D.M.

### **Rules Governing the Submission of Plats, Plans and Specifications in the Matter of Leasing Harbor Areas**

1. Accompanying each application and made a part thereof shall be: (a) A map marked "Exhibit A," showing the location of the portion of the harbor area desired to be leased; (b) a plat marked "Exhibit B," showing detail plans of improvements to be made or already existing on such area; (c) specifications marked "Exhibit C" to accompany the detail plans in "Exhibit B."

2. "Exhibit A" must be on good quality of mounted paper, 17x22½ inches, and must show the location of the area desired to be leased, with the frontage of the adjoining lots or blocks of the shore or tide lands; also the ground plan of docks or wharves to be constructed or existing; also showing buildings located on such wharves. All courses and distances must be clearly marked.

3. "Exhibit B" must be on a good quality of mounted paper, 17x22½ inches, and shall show a detail plan of the improvements to be made or already existing, showing distances from center to center of piles, depth of water, height above water, and details of superstructures; also showing methods of bracing, where any is used; also a plan of slips; but no buildings need be shown on the detail plans.

4. "Exhibit C" must give length and dimensions of piling and depth driven, dimensions of caps, dimensions and spacing of stringers, thickness of planking, length and dimensions of drift bolts, size and number of spikes, and details of construction.

5. "Exhibits B and C," here called for, are intended to cover all details of the construction of docks, wharves and other structures, and such plans and specifications must be such as would be used in actual construction, and no detail, whether here called for or not, must be omitted that would be necessary to such construction.

6. Exhibits must be prepared, signed and sealed by a registered professional engineer or land surveyor.

JACK TAYLOR,  
 Commissioner of Public Lands.

# ACKNOWLEDGMENT

(Individual)

STATE OF WASHINGTON,

ss.

County of Kitsap

I, the undersigned, Notary Public in and for the State of Washington,  
residing at Bremerton do hereby certify that on this 21st  
day of August, 19 46, personally appeared before me

(b) (6)

to me known to be the individual described in and who executed the within instrument and  
acknowledged that she signed and sealed the same as her free and  
voluntary act and deed for the uses and purposes herein mentioned.

Given under my hand and official seal this 21st day of August, 19 46

Hebert E. Gibson  
Notary Public in and for the State of Washington,  
residing at Bremerton

The Commissioner of Public Lands will not approve or enter any assignment and bond unless this lease is in good standing.  
The assignee must sign. The fee for approval is \$2.00.

RECEIVED

MAY 10 1948

EXECUTIVE SECRETARY

## ASSIGNMENT

For and in consideration of the sum of TEN and No. 100ths of the Land Interest in and to the within lease No. 1348 unto TIDE WATER ASSOCIATED OIL CO., a of Delaware corporation, and said assignee hereby binds and obligates himself (or themselves) to perform all the conditions and cove- nants of said lease.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 23rd day of December, A. D. 1947.

Witnesses

By E. Loyd Nelson President Assignor [SEAL]  
By Gerald DeGarmo Secretary Assignor [SEAL]  
TIDE WATER ASSOCIATED OIL CO., a [SEAL]  
corporation Assignee.  
By W. L. MacArthur [SEAL]  
W. L. MacArthur, Secretary Assignee.  
By J. P. Edwards [SEAL]  
J. P. Edwards, Executive Secretary Assignee.

## ASSIGNOR'S ACKNOWLEDGMENT

(If a corporation, use the form below.)

ASSISTANT

STATE OF WASHINGTON, County of King, ss.

I do hereby certify that on this 22nd day of January, 1948, personally appeared before me E. LOYD NELSON as President and GERALD DeGARMO as Secretary of PETROLEUM NAVIGATION CO., the corporation named in the within and foregoing assignment; and the said E. LOYD NELSON acknowledged to me then and there, that as such President of said corporation, he signed and subscribed its name to the foregoing as assignor, together with his own name, as its said President, freely and voluntarily and as the free and voluntary act and deed of said corporation.

Given under my hand and notarial seal the day and year in this certificate first above written.

Notary Public in and for the State of Washington,

Residing at Seattle

## CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON, County of King, ss.

THIS IS TO CERTIFY, That on this 22nd day of January, 1948, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared E. LOYD NELSON as President and GERALD DeGARMO as Secretary of PETROLEUM NAVIGATION CO., the corporation named in the within and foregoing assignment; and the said

E. LOYD NELSON acknowledged to me then and there, that as such President of said corporation, he signed and subscribed its name to the foregoing as assignor, together with his own name, as its said President, freely and voluntarily and as the free and voluntary act and deed of said corporation.

And the said GERALD DeGARMO, as Secretary of said corporation, then and there acknowledged to me that he affixed to said assignment its corporate seal, attested the same and placed thereunto his signature, as its Secretary, freely and voluntarily and as and for the free and voluntary act and deed of said corporation.

Notary Public in and for the State of Washington,

Residing at Seattle

STATE OF WASHINGTON, }  
County of KING } ss.

We, TIDE WATER ASSOCIATED OIL CO., a Delaware corporation, of 1733 S. Alaskan Way, Seattle, , as principal, and we, GENERAL CASUALTY COMPANY OF AMERICA, a Washington corporation, 212 White Building, Seattle, 1, Washington, as sureties, all of the State of Washington, County of , do confess ourselves indebted to the State of Washington in the penal sum of Five Hundred (\$500) Dollars, and to the payment of which we are held and firmly bound, and do by these presents bind ourselves; our and each of our heirs, executors, administrators or assigns, jointly and severally, firmly by these presents.

Sealed with our seals this 23rd day of December, A. D. 1947

The condition of the above obligation is such that, Whereas, the principal, in the foregoing bond did enter into a certain lease and contract No. 1348 with the State of Washington (which is hereto attached and made a part of this instrument, and all the conditions of which are written into and made part of this instrument), whereby the above bounden principal has leased from the State of Washington the part, lot or parcel of property described in said hereto attached lease and contract, upon all the conditions set up in said lease and contract: Now, therefore, if the said above named lessee, the principal herein, shall well and truly perform all the conditions set up and prescribed in the said lease and contract hereto attached, in all and every part thereof, then this bond shall be considered satisfied and discharged; otherwise it shall have full force and effect.

Signed with our hands and sealed with our seals, this day and year first above written.

TIDE WATER ASSOCIATED OIL CO.

By: W. J. MacArthur, Asst. to Vice President

GENERAL CASUALTY COMPANY OF AMERICA,

By: Albert McCarthy - Attorney-in-Fact.

The foregoing bond and the sureties thereon approved this 9th day of March 1948

By:

Assistant Commissioner of Public Lands.

TO BE EXECUTED BY SURETIES ONLY

STATE OF WASHINGTON, }  
County of } ss.

being first duly sworn, each for himself, and not one for the other, deposes and says: That he is a citizen of the State of Washington and is not barred by any statute of said State from executing bonds or becoming a surety; that he is one of the persons named in and who executed the foregoing obligation as surety, and that the same is his free and voluntary act and deed for the uses and purposes therein mentioned; that he is worth the sum of \$500.00, over and above all his just debts and liabilities, in separate property situated in said State, and not exempt from sale on execution.

Subscribed and sworn to before me this day of, A. D. 194

Notary Public in and for the State of Washington,

Residing at



The Commissioner of Public Lands will not approve or enter any assignment and bond unless this lease is in good standing.  
The assignee must sign. The fee for approval is \$2.00.

## Assignment

For and in consideration of the sum of - - - - - Ten Dollars (\$10.00 - - -) Dollars, the within lessee hereby assigns, sets over and transfers all of her or their right, title and interest in and to the within lease No. \_\_\_\_\_ unto PETROLEUM NAVIGATION CO., a corporation of Seattle, Washington, and said assignee hereby binds and obligates himself (or themselves) to perform all the conditions and covenants of said lease.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this \_\_\_\_\_ day of July, A. D. 1946

Witnesses

X (b) (6) [SEAL] Assignor.

[SEAL] Assignor.

PETROLEUM NAVIGATION CO. [SEAL] Assignee.

By E. Loyd Nelson [SEAL] President Assignee.By Donald S. Hare Secy.

### ASSIGNOR'S ACKNOWLEDGMENT

(If a corporation, use the form below.)

STATE OF WASHINGTON, County of KITSAP, ss.

I do hereby certify that on this 26th day of July, 1946, personally appeared before me - EMMA ANNIE AKERS - to me known to be the individual described in, and who executed the within instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and notarial seal the day and year in this certificate first above written.  
STATE OF WASHINGTON

Approved 9-20-46  
Frank O. Setzer  
ASSISTANT Commissioner of Public Lands

Donald S. Hare  
Notary Public in and for the State of Washington,  
Residing at Bremerton

### CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON, County of KING, ss.

THIS IS TO CERTIFY, That on this \_\_\_\_\_ day of July, 1946, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared - - - E. LOYD NELSON - - - as President and Secretary of PETROLEUM NAVIGATION CO., a corporation, the corporation named in the within and foregoing assignment; and the said - - - E. LOYD NELSON - - - acknowledged to me then and there, that as such President of said corporation, he signed and subscribed its name to the foregoing as assignor, together with his own name, as its said President; freely and voluntarily and as the free and voluntary act and deed of said corporation.

And the said - - - - - as Secretary of said corporation, then and there acknowledged to me that he affixed to said assignment its corporate seal, attested the same and placed thereunto his signature, as its Secretary, freely and voluntarily and as and for the free and voluntary act and deed of said corporation.

Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_

STATE OF WASHINGTON,

County of KING

ss.

We, PETROLEUM NAVIGATION CO., a corporation, of Seattle, Washington,  
as principal, and we, E. LOYD NELSON

as sureties, all of the State of Washington, County of King, do confess ourselves indebted to the State of Washington in the penal sum of Five Hundred (\$500) Dollars, and to the payment of which we are held and firmly bound, and do by these presents bind ourselves, our and each of our heirs, executors, administrators or assigns, jointly and severally, firmly by these presents.

Sealed with our seals this day of July A. D. 1946.

The condition of the above obligation is such that, Whereas, the principal, in the foregoing bond did enter into a certain lease and contract No. with the State of Washington (which is hereto attached and made part of this instrument, and all the conditions of which are written into and made part of this instrument), whereby the above bounden principal has leased from the State of Washington the part, lot or parcel of property described in said hereto attached lease and contract, upon all the conditions set up in said lease and contract: Now, therefore, if the said above named lessee, the principal herein, shall well and truly perform all the conditions set up and prescribed in the said lease and contract hereto attached, in all and every part thereof, then this bond shall be considered satisfied and discharged; otherwise it shall have full force and effect.

Signed with our hands and sealed with our seals, this day and year first above written.



PETROLEUM NAVIGATION CO. [SEAL]

By E. Lloyd Nelson [SEAL]

President.

By Gerald L. Larmann [SEAL]

Secretary.

E. Lloyd Nelson [SEAL]

The foregoing bond and the sureties thereon approved this 20 day of July, 1946

Frank O. Selter  
ASSISTANT Commissioner of Public Lands.

### TO BE EXECUTED BY SURETIES ONLY

STATE OF WASHINGTON,

County of KING

ss.

\* \* \* \* E. LOYD NELSON \* \* \* \*

being first duly sworn, each for himself, and not one for the other, deposes and says: That he is a citizen of the State of Washington and is not barred by any statute of said State from executing bonds or becoming a surety; that he is one of the persons named in and who executed the foregoing obligation as surety, and that the same is his free and voluntary act and deed for the uses and purposes therein mentioned; that he is worth the sum of \$500.00, over and above all his just debts and liabilities, in separate property situated in said State, and not exempt from sale on execution.

E. Lloyd Nelson

Subscribed and sworn to before me this day of July A. D. 1946

Notary Public in and for the State of Washington,

Residing at Seattle

STATE OF WASHINGTON, }  
County of KITSAP } ss.

We, - (b) (6) - - - - -  
of Bellingham, Washington, as principal, and we, - (b) (6) - - - - -

as sureties, all of the State of Washington, County of - - - - -, do confess ourselves indebted to the State of Washington in the penal sum of Five Hundred (\$500) Dollars, and to the payment of which we are held and firmly bound, and do by these presents bind ourselves, our and each of our heirs, executors, administrators or assigns, jointly and severally, firmly by these presents.

Scaled with our seals this 23rd day of July, A. D. 1946

The condition of the above obligation is such that, Whereas, the principal, in the foregoing bond did enter into a certain lease and contract with the State of Washington (which is hereto attached and made part of this instrument, and all the conditions of which are written into and made part of this instrument), whereby the above bounden principal has leased from the State of Washington the part, lot or parcel of property described in said hereto attached lease and contract, upon all the conditions set up in said lease and contract: Now, therefore, if the said above named lessee, the principal, herein, shall well and truly perform all the conditions set up and prescribed in the said lease and contract hereto attached, in all and every part thereof, then this bond shall be considered satisfied and discharged; otherwise it shall have full force and effect.

Signed with our hands and sealed with our seals, this day and year first above written.

(b) (6)

[SEAL]

[SEAL]

[SEAL]

[SEAL]

The foregoing bond and the sureties thereon approved this day of July, 1946

Commissioner of Public Lands.

## TO BE EXECUTED BY SURETIES ONLY

STATE OF WASHINGTON, }  
County of KING } ss.

(b) (6)

being first duly sworn, each for himself, and not one for the other, deposes and says: That he is a citizen of the State of Washington and is not barred by any statute of said State from executing bonds or becoming a surety; that he is one of the persons named in and who executed the foregoing obligation as surety, and that the same is his free and voluntary act and deed for the uses and purposes therein mentioned; that he is worth the sum of \$500.00, over and above all his just debts and liabilities, in separate property situated in said State, and not exempt from sale on execution.

(b) (6)

Subscribed and sworn to before me this 23rd day of July, A. D. 1946

Notary Public in and for the State of Washington,

Residing at Seattle



ORIGINAL

No. 1346

LEASE AND BOND

—OF—

Harbor Areas

STATE OF WASHINGTON

—TO—

(b) (6)

Address (b) (6)

Bremerton, Wash.

Harbor of Bremerton

Application No. 1364

1572-38

✓190-87-16-4

STATE OF CALIFORNIA )  
 )  
CITY AND COUNTY OF )  
SAN FRANCISCO )

ss.

On this day 8th of January, A.D., 1948, before me personally appeared W. L. MacARTHUR and J. P. EDWARDS, to me known to be the Assistant to Vice President and Executive Secretary, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My Commission Expires January 3, 1951

My Commission Expires January 3, 1951

*Ruth Matusch*  
Notary Public in and for the City and County  
of San Francisco, State of California.

State of Washington, County of Thurston, ss.

THIS INDENTURE, Made this 7th day of May, A. D. 19246,  
by and between the State of Washington, party of the first part, lessor, and  
(b) (6), party of the second part, lessee.

WITNESSETH, That the State of Washington, lessor, does hereby lease, demise and let unto  
said party of the second part the following described property, situate in said State, County of  
Kitsap, and being that part of the harbor area in front of the  
following described property, to-wit:

Lot 6, section 11, township 24 north, range 1 east, W.M.

Bremerton Tide

Lands,

and more particularly described as follows:

copy { That portion of the harbor area lying in  
front of lot 6, section 11, township 24 north,  
range 1 east, W.M., between the easterly line  
of waterway No. 4 and the east line of lot 6  
of said section 11, produced northerly across  
the harbor area to the outer harbor line, as  
shown on the official maps of Bremerton Tide  
Lands on file in the office of the Commissioner  
of Public Lands at Olympia, Washington.

APPROVED  
NOV 23 1947  
PR

RAC

PREPARED BY MGR. INR & SALES DIVISION	<i>RAC</i>
APPROVED TO THE FORM	<i>RAC</i>
ATTORNEY	
APPROVED AS TO DESCRIPTION & OPERATING FEATURES	<i>J. E. Lugh</i>
OPERATING MGR. SALES DIVISION	
APPROVED FOR EXECUTION	
SALES MANAGER	

Annual rental, \$36.00 First Period

Payable May 7th

Application No. 1364

To have and to hold for the term of ten (10) years from the date of this instrument, for the purpose of building and maintaining upon the above described harbor area, wharves, docks and other structures for the convenience of navigation and commerce, as may be determined by legislative enactment or by rule of the Commissioner of Public Lands.

This indenture is executed in consideration of the covenants and stipulations herein contained, and of the payment annually in advance of rental in the amount six (6) % of the true value, in money, of the harbor area (exclusive of improvements) as fixed by the assessor of Kitsap County in accordance with the provisions of Sec. 5, Chap. 171 of the Laws of 1923 as follows:

"The assessor shall thereupon in accordance with section 11121 of Remington's Compiled Statutes determine the true and fair value in money of such harbor area (exclusive of the improvements thereon) as of March 1st preceding the date of the filing of such application and certify the same to the commissioner. Such value shall be the basis of rental until the assessor's next valuation as herein provided. The assessor shall thereafter in every even numbered year as of March 1st place a valuation on such harbor area (exclusive of improvements) in accordance with said section 11121, Remington's Compiled Statutes, and certify the same to the commissioner and such valuation shall be the basis of rental for the two-year period following such valuation."

The State of Washington shall have the right to regulate, either under rules established by the Commissioner of Public Lands, or by legislative enactment, or by both methods, the rates of wharfage, dockage and other tolls, to be imposed by the lessee upon commerce for any of the purposes for which said leased harbor area may be used, and to change such regulations and rates from time to time, and the right to prevent by such means and in such manner as it may adopt, extortion, discrimination, unequal or exclusive privileges, and to cancel this lease for the violation of any law, rule, regulation or order governing the same.

The State of Washington shall have the power by the Commissioner of Public Lands to cancel this lease upon a breach of any of its conditions by the lessee or for the failure or refusal of the said lessee to erect, within a reasonable time hereafter, and continuously to operate and maintain in and upon the above described harbor area the wharves, buildings or other structures described and represented in the exhibits of improvements proposed to be erected therein by said lessee, which have heretofore been filed with the Commissioner of Public Lands, or as altered with the consent and approval of said Commissioner entered upon his records.

The State of Washington reserves unto itself, port district, county, city or other public agency in the territory where the portion of the harbor area described in this lease is located, the right to assume and thereafter hold this lease upon acquirement of the tide lands contiguous thereto and fronting thereon, without any value for said lease except for improvements thereon: Provided, That this covenant shall not be held to apply to any cancellation of this lease ordered by the Commissioner of Public Lands on account of fraud or breach of any of the covenants of this lease, or a failure to file and keep therewith a good and sufficient bond as provided by law, but in such case the improvements upon the said leased area shall become the property of the State.

The lessee shall not make or suffer to be made any artificial filling in of said leased area or any deposit of rock, earth, ballast, refuse, garbage or other matter within such area, except as provided by law or as approved in writing by the Commissioner of Public Lands.

If the said lessee shall fail to pay to the State the rental hereinbefore provided on the date when the same is due, or within sixty days thereafter, the Commissioner of Public Lands may declare this lease canceled and all rights or claims of the said lessee under this lease in and to the said area or in or to any improvement therein or thereon, shall immediately thereupon vest in the State of Washington.

The lessee herein shall not sub-let the whole or any part of said leased area except upon the written permission of the Commissioner of Public Lands.

All the conditions and covenants set forth in this indenture are declared to be of the essence of the contract, and a breach of any one is a breach of the whole.

Executed in duplicate this day and year above written.

THE STATE OF WASHINGTON.

By OTTO A. CASE  
Commissioner of Public Lands.

Frank O. Sether  
Assistant Commissioner

(b) (6)

Lessee

P. O. Address (b) (6)

Bremerton

Kitsap County, State of Washington